



## Terms and Conditions

**Customer First Venue Services Limited trading as thestudio ask clients to be aware that these conditions shall apply to all contracts for the provision of goods and services to the exclusion of all other terms and conditions including any which you may purport to apply or which may appear in promotional literature. All reference in days means calendar days.**

### **1. Confirmations**

- 1.1 Your booking will remain provisional until a signed copy of the contract has been received. Please ensure we have all correct details and information for invoice and billing of your event.
- 1.2 When confirming numbers on the booking form, please ensure that they are realistic in relation to your event. The delegate numbers for which you contract will be used as the basis for your final account and will be subject to our cancellation policy as detailed below. If you are uncertain of the number of guests attending, then we would advise you to base your booking on the minimum number of guests you feel are likely to attend. Certain rooms can only be reserved on the basis of a minimum number of guests attending, should this be the case we will notify you at the time of booking. Once your booking is confirmed any further reduction in this number will be chargeable as per our cancellation terms and may require us to re-allocate your meeting room.
- 1.3 Should your contract with thestudio be through an agent, the agent acts in that capacity for the customer, and not thestudio. You therefore accept full responsibility for payment of thestudio account.

### **2. Cancellations, postponements and reduction in numbers**

- 2.1 Should you have to cancel, postpone or reduce the numbers for your booking, a charge will be made, calculated as a percentage of the total booking value, according to the scale below:

Notification Period for Cancellations	
From 6 - 3 months to the event	25%
3 months - 6 weeks prior to the event	35%
6 weeks - 29 days prior to the event	65%
28 days - 8 days prior to the event	80%
7 days or less prior to the event	100%

- 2.2 All cancellations, postponements or reductions in numbers must be confirmed in writing.
- 2.3 Any additional costs incurred because of a cancellation or postponement of your event that otherwise would not have been incurred will be charged, unless thestudio are able to mitigate their loss. This includes costs incurred for services provided by a third party booked by thestudio on your behalf.
- 2.4 Cancellations by you due to bad weather must be confirmed in writing. If thestudio is open for business cancellation charges as above will apply. We recommend you take out insurance against this as per **clause 14**
- 2.5 Any increase in numbers confirmed either verbally or in writing that are over and above the events minimum agreed number or contracted number (whichever is higher) will become contractual 7 days before the date of the event and will be charged as per the above cancellation charges as a result of a cancellation, postponement or reduction in these numbers.

### 3 Deposits, Pre-Payments and Payments

- 3.1 In some circumstances and at any time prior to the holding of an event **thestudio** may require the payment of a deposit, the amount of which will be determined by **thestudio**. **thestudio** will clearly communicate this to you in writing along with any payment schedule terms. Should you fail to agree to the payment of a deposit, fail to agree to the payment schedule terms or fail to pay such a deposit within the terms outlined, **thestudio** may treat the event as cancelled by you.
- 3.2 All deposit payments will be used as part payment towards any due charges because of a cancellation or postponement. All deposits are non-refundable.
- 3.3 In some circumstances and at any time prior to the holding of an event **thestudio** may require the full pre-payment of the event. The full pre-payment of an event includes the value of an event contract and any subsequent charges agreed with you and outlined on your final details confirmation. **thestudio** will clearly communicate this to you in writing along with any payment schedule terms. Should you fail to agree to the pre-payment in full, fail to agree to the payment schedule terms or fail to make payment within the terms outlined **thestudio** may treat the event as cancelled by you.
- 3.4 All pre-payments will be used as part payment towards any due charges because of a cancellation or postponement. All pre-payments are non-refundable.
- 3.5 For larger events or events that take place over a period of 24 hours or more **thestudio** may issue an invoice for the full value of the event at any time from the first day of the event.
- 3.6 Final settling invoices for the outstanding balance of an event are issued any time from the first day of the event. For the avoidance of doubt the balance will include the value of an event contract in addition to any subsequent charges agreed with you and outlined on your final details confirmation as well as any charges signed for during the event. Any deposit payments and pre-payments made will be deducted from the final invoice. Payment must be made either by card or BACS transfer and will be due for payment within 30 days.
- 3.7 All invoices are sent direct to the invoice contact which must be provided in the event contract.

#### 4A: Credit

- 4.1 Credit facilities with **thestudio** may be obtained on application to **thestudio** (subject to the agreement of **thestudio** and a credit check). Credit facilities must be agreed at least 2 weeks prior to the event.
- 4.2 All accounts incurred against this agreement will be invoiced immediately after the event.
- 4.3 All invoices are due for payment within 30 days.
- 4.4 Any queries raised will not affect the immediate payment of the outstanding balance.
- 4.5 In the instance that the payments remain outstanding beyond 30 days after the invoice date, late payment charges will be accrued daily as detailed in clause 5.
- 4.6 In the event of credit being declined or insufficient time being available to process your application an interim invoice for all known costs will be raised in advance and such invoice must be paid 30 days prior to the event.

#### 4B: Re-issued invoices

Once a contract has been signed and an invoice raised against your event any request by you to re-issue the invoice to another person or address other than stated on the contract will incur a 3% administration charge on the total value of the original invoice. Any other amends requested by you after the invoice has been raised may also incur a 3% charge. We strongly advise you carefully check including but not limited to invoice contact, invoice address, payee details and provide any necessary purchase orders required.

#### 5: Late payment charges

- 5.1 Our terms of payment are within 30 days of issue of an invoice unless otherwise stipulated in any payment schedule terms.

- 5.2 In the instance of you using a purchase order system for allocating invoice costs you will need to arrange these to cover the cost of late payment charges.
- 5.3 Failure to pay late payment charges for any reason will result in legal recovery action.
- 5.4 In the instance of invoices being outstanding for longer than 60 days, we shall be entitled to cancel all your outstanding bookings, and all outstanding invoices will become immediately due.
- 5.5 Should you fail to meet these terms the following late payment charges will accrued daily and charged on a separate invoice that will be sent at the end of each month after the original invoice was due.
- 5.6 Failure to pay an invoice within 30 days of issue or as otherwise stipulated in any payment schedule terms will always result in a late payment charge and as such you should ensure you can achieve the payment terms prior to signing this contract. The late payment charge will be as follows:

**Between 1 and 30 days late £10 per day will be charged regardless of invoice value**  
**Between 31 and 90 days late £20 per day will be charged regardless of invoice value**  
**For invoices over 90 days late a charge of £30 per day will be made**

## **6. Your Obligations**

- 6.1 You and persons attending your event shall:
- 6.2 Not act in any improper or disorderly manner, leaving promptly at the contracted time, and shall obey any reasonable request by thestudio employees.
- 6.3 Not carry out any electrical or other works at the thestudio, including amplification and lighting, without thestudio prior consent.
- 6.4 Not bring any dangerous or hazardous items into thestudio and remove any items promptly when requested by thestudio.
- 6.5 Comply with liquor licencing and health and safety regulations required by thestudio
- 6.6 Not consume any food or drink at thestudio not supplied by thestudio without thestudio prior written consent and upon payment or agreement to pay any agreed catering buy out charge.
- 6.7 Not affix any material or any kind to any floors, walls, or ceilings, without prior written consent from thestudio.
- 6.8 Not use any naked flames or do any type of cooking within thestudio premises, without prior written consent from thestudio.
- 6.9 Any person or item in breach of the above conditions may be refused admission to or removed from thestudio and the thestudio shall have the right to terminate the contract with immediate effect. You shall be fully liable for any contracted charges.
- 6.10 If the hire of a room or suite is for an exhibition, you shall submit plans and schedules of all materials relating thereto, to the appropriate authorities for the proper consent, with respect to health and safety and fire regulations as necessary prior to setting up the exhibition.
- 6.11 If as a company you are providing your own security, it is the responsibility of the organiser to provide security staff with current licences for the task / duties they are going to perform. The company should provide thestudio with the names of the guards and the relevant licence number with relevant licence type ie: Man guarding / Door supervision / CCTV operator, prior to commencement of duties on thestudio property and a copy of any relevant assignment instruction for the period of the contract undertaken.
- 6.12 It is your responsibility to inform us of any person under the age of 18 whom will be attending your event and to ensure that a parent or adult guardian supervises their conduct whilst in thestudio. We require that all guests behave in a manner that is appropriate for a business centre and gives consideration to other users of the venue.
- 6.13 You shall comply with health and safety and emergency evacuation regulations.
- 6.14 To comply with health and safety and emergency evacuation regulations thestudiomanchester has an overall maximum capacity which cannot be exceeded. For the purpose of any booking in at thestudiomanchester we will base the anticipated numbers for your event on the numbers provided at the time of confirmation. If you feel there is likely to be a significant difference, then

we ask that you please advise us immediately. We reserve the right to refuse an increase in numbers should the overall capacity of the venue be exceeded.

#### 7. **Damage / Loss / Liability**

You are responsible to **thestudio** for any damage caused to the allocated rooms or the furnishings, utensil's and equipment therein or to **thestudio** generally by an act, default or neglect by you, your subcontractor, your employee's or your guests and shall pay to **thestudio** on demand the amount required to make good or remedy any such. **thestudio** accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by you, your guests, employees or associated third parties.

#### 8 **Finishing Times**

Events are required to finish at the time agreed when the booking is made and as detailed on the booking contract and/or final details confirmation. Should the finish time be different on the booking contract and final details confirmation the time on the final details confirmation will prevail. Extensions to this time may not be possible unless previously agreed with the **thestudio** Manager and will be subject to additional charges that must be signed for on the day.

#### 9 **Price Variations**

Should there be a change in price that is a result of circumstances beyond **thestudio** control (e.g. increases in the standard rate of VAT), **thestudio** reserve the right to vary the prices quoted to an extent which reflects such changed circumstance.

#### 10 **Health and Safety**

All clients running or organising an event at **thestudio** are responsible for, and must ensure compliance with, Health and Safety and Fire regulations.

#### 11 **Clothing and Personal Property**

**thestudio** do not accept responsibility for the property of you or your guests. Cloakrooms are provided for you and your guests' convenience but any goods deposited in the cloakrooms or items left unattended on **thestudio** premises are deposited at the owner's risk and without any liability on the part of **thestudio**. Insurers can be recommended by **thestudio** to cover any event.

#### 12 **Equipment Storage**

**thestudio** will assist you, where reasonably possible, with the storage of equipment. Please contact us to make arrangements for delivery of any items you may require storing prior to your event. **thestudio** does not accept any liability for loss or damage to any item of equipment, furniture, stock or the like. We request that all property is removed at the end of your event, however if collection is to be made post event either by the event booker or courier this should be pre-arranged and agreed with **thestudio**. If collection is not made within 7 days **thestudio** reserves the right to dispose of said items.

#### 13 **Professional Bodies and Performing Rights**

**thestudio** reserve the right to object to the employment by you and your guests of any photographer, toastmaster, band, musician or other persons in connection with any event. It shall be your responsibility to ensure that where applicable, performing rights society forms and phonographic performance limited forms are completed by the band or musicians employed by you.

#### 14 Third Party Personal Insurance

You may like to consider taking out an insurance policy to cover cancellation, damage, third party liability, bad weather and other eventualities beyond your control.

#### 15 General Liability

- 15.1 **thestudio** shall not be liable, whether in contract, tort or otherwise for any indirect, consequential or economic losses or loss of profits howsoever arising (Including Negligence).
- 15.2 In no event will **thestudio's** liability for any losses or damage in contract or tort (including negligence) or howsoever otherwise arising, exceed the total amount paid by you for the event.
- 15.3 **thestudio** do not hereby exclude or restrict their liability in respect of death or personal injury resulting from their negligence.
- 15.4 **thestudio** shall not be liable for any breach of the terms and conditions or delay or failure in providing services as a result of causes beyond our control including but not limited to fire, floods, strikes, embargoes, delays in transportation, failure of services or inability to obtain necessary information or regulations from any authority.

#### 16 Assignment

This contract shall not be assignable by you but may be assigned by **thestudio**.

#### 17 Governing Law

For events taking place at **thestudiobirmingham**, **thestudiomanchester** and **thestudioleeds** this contract shall be governed by and construed in all respects in accordance with the laws of England. For events taking place at **thestudioglasgow** this contract shall be governed by and construed in all respects in accordance with the laws of Scotland.

#### 18 Alterations

It is **thestudio's** aim to provide you with the service you have requested for your event, but in the unlikely circumstance that **thestudio** for any reason need to change any aspect of the event they reserve the right to do so at any time. **thestudio** will notify you immediately if this happens and will use their reasonable endeavours to provide alterations to an equal or higher standard.

#### 19 Health and Safety Statement

**thestudio Health and Safety Statement and Fire Evacuation procedures are available on request.** It is the booker's responsibility to make sure the organiser for the day has received a copy of these policies and is familiar with our procedures to inform their delegates on the day of the event. In accordance with our Health and Safety statement and evacuation procedures it is the booker's responsibility to inform **thestudio** in writing of any disabled guests attending their meeting that may require assistance in an evacuation situation.

#### 20 Allergens and special diets

- 20.1 We will endeavour to meet our client's dietary requirements, should you have a guest attending with a food allergy, it is the bookers responsibility to inform **thestudio** no less than 48 hours in advance of the event to allow us to cater for that individual.
- 20.2 If a dietary requirement is not advised at least 48 hours before booking we will still make every effort to accommodate however this may be subject to an additional £10+VAT per person supplement which covers the cost of a further dish being prepared.
- 20.3 Food prepared for guests with a food allergy or intolerance will be served in a separate labelled box

- 20.4 In the case of very severe allergies **thestudio** will make an exception that a guest can bring their own food into our venues for their consumption, we request you inform us no less than 48 hours in advance
- 20.5 **thestudio** catering team make every effort to identify allergens used as a deliberate ingredient and prevent contact contamination throughout our food production. However, due to the possible risk of cross-contamination in our kitchen and public areas, we cannot guarantee that food prepared at **thestudio** does not contain allergens other than those intended.
- 20.6 We advise in the case of extreme or air-borne allergens that the event organiser is aware and takes responsibility of any treatment or emergency medication/epi pen use, required by their guest if this situation arises.
- 20.7 Food from our buffets may not be suitable for guests with a food allergy or intolerance and they must always be identified to a team member to support with their requirement
- 20.8 Food bought in by guests for their own consumption or to share with others (ie a birthday cake) is done so at entirely their own risk. If the venue is requested to store these items they must be in their original packaging or in a container that has a name, event title, dated and labelled with allergens.
- 20.9 A full copy of allergen statement can be found on our website <https://thestudio.co.uk/allergens-and-dietaries/>

## 21 Training/event rooms and facilities

- 21.1 Delegate numbers will be taken into consideration when allocating your training/event room.
- 21.2 Delegate packages are available daily from 0800 until 1700. Special arrangements may be made for events beginning or ending outside of these hours. This will incur an additional charge.
- 21.3 **thestudio** reserves the right to change allocated rooms and advertised facilities at our absolute discretion

## 22 Termination

Should you become bankrupt, cease to trade, have a receiver appointed or make any voluntary arrangement with your creditors, we shall be entitled to immediately terminate this contract by giving notice in writing to you or your representative(s)

## 23 Force Majeure

- 23.1 Should an incident of force majeure occur that prevents the venue from operating neither party will be liable to the other for failure to fulfil its duties as outlined in this agreement. For the avoidance of doubt a force majeure incident would be defined as fire, flood, strikes, the passing of acts of government, declared or undeclared war or threat of war or other hostilities, acts of terrorism, known or suspected threat to the security of the venue or any persons at the venue or a declared pandemic directly affecting the country in which the venue is located.
- 23.2 In such instances **thestudio** would make every reasonable endeavour to source an alternate venue for the event or reschedule the event to a future agreeable date at no further cost to you.
- 23.3 In any circumstance where an alternate venue cannot be found and/or the event cannot be rescheduled any prepayment, whether it be as a deposit or in full will be, depending on the client's preference, either:
- i) held on account to be used towards a suitable alternate event
  - ii) refunded in full

## 24 Privacy Notice

- 24.1 During the normal course of business **thestudio** will collect personal data provided to us by you
- 24.2 Our lawful basis for collecting data include, legitimate interest, consent, legal or contractual

- 24.3 **thestudio** collects data when you enquire with us, when you fill in any of our forms, Google Analytics track our website, when you engage with us on social media, at our venues on CCTV and if you deal with a 3<sup>rd</sup> party to book with us, for example an event finding agency
- 24.4 The data we collect includes but is not limited to, your name, phone number, email address, business address.
- 24.5 We use your data to process any events you have with us, to respond to feedback or enquiries, to protect our business from fraud and crime and to process payments.
- 24.6 We keep your personal data for as long as necessary for the purpose it was collected, or for as long as we need to, to comply with the law
- 24.7 We share your data with some 3<sup>rd</sup> party suppliers in order to process and service your event. The data is not held by them, it is held on **thestudio** systems. They are contractually obliged to keep your data safe.
- 24.8 You have the following rights over your personal data: to view the data, to correct anything that may be wrong, to withdraw consent for marketing, to have your data deleted. Our legal and contractual obligations may prevent us from this in some circumstances. If we cannot action your request for any reason we will let you know why.
- 24.9 With your consent we may send you details of special offers and events. We will only send you marketing information if you have opted-in. You are free to opt out at any time.
- 24.10 For further information please see our privacy notice <http://www.thestudio.co.uk/privacy-notice/>
- 24.11 You can contact us by email [hrmanager@thestudio.co.uk](mailto:hrmanager@thestudio.co.uk)