



YACreates Space Hire Booking Policy

This Space Hire Booking Policy together with the Space Hire Booking Confirmation Form, will form the basis of the Space Hire Booking Agreement.

Definitions and Interpretation

We/Us/Our - means YACreates Ltd, the organisation hiring out the space

The Space – means Studio 1, 15G Studios, 15G Pitsford Street, Birmingham B18 6LJ

You/Your – means the person or organisation hiring the space as set out on the Space Hire Booking Confirmation Form.

The Premises – means, 15 & 17 Pitsford Street, Birmingham B18 6LJ

The Building – means 15C & 15G Pitsford Street, Birmingham B18 6LJ

The Period of Hire – means the period set out on the Space Hire Booking Confirmation Form

Availability

The Space is usually available for bookings on Wednesdays, Fridays, Saturdays and Sundays. Other days will be considered upon request.

Operating hours are from 9am to 5pm for half or full day rates. Half day bookings are for 4 hours and full day day bookings are 8 hours.

Evening bookings will apply for events running between 6-9pm.

Payment and Amount Due

You will be required to make full payment in advance of the event.

A rates breakdown can be viewed [here](#)

The details of the Amount Due will be set out on the Space Hire Booking Confirmation Form.

At the time of writing, all rates are exclusive of VAT.

Maximum capacity

The Space holds up to 12 people seated and 20 people standing.

Bookings in excess of the capacity will not be considered.

Charges, Confirmation and Cancellation

The booking will be confirmed on acceptance of the booking Us.

In the event of cancellation, the following terms apply:

- 0% refund within 48 hours
- 50% refund within 72 hours
- 25% refund within 7 days
- 100% refund within 14 days

We reserve the right to cancel any booking for any reason. Where a booking is cancelled by Us, We shall incur no liability whatsoever.

Use of Space

The Space will be used only for the purpose described on the Space Hire Booking Confirmation Form.

The Space will not be used for:

- Any political rallies or demonstrations.
- For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
- For functions attended by people whose presence may cause civil unrest or division within the community.
- To an organisation or individual which has been banned by law.
- Or to do anything or bring onto the Premises anything which may endanger or render invalid any insurance policies

We reserve the right to exclude or eject from the Space any person, and to cancel any booking where we believe:

- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament.
- The users of the Space may do something that may cause or pose a risk of loss, damage or significant expense to Us, The Building and The Premises or harm Our reputation.

Children

You will ensure that where an event involves activities aimed predominantly at children, appropriate child protection and safeguarding policies and procedures are in place.

General Compliance

You will ensure that your Space hire activity complies with all relevant legislation and regulations.

Health and Safety Compliance

You will comply with all Health and Safety requests and must supply any documents requested promptly.

You will be responsible for the health and safety aspects of the use of the Space during the Period of Hire.

You are advised to conduct out a risk assessment for each event. A copy of the risk assessment must be supplied to Us at least 28 days before the first date of the Period of Hire.

You will ensure you are familiar with the:

- fire evacuation procedures, routes, refuge point and assembly point
- location of first aid kit
- location of the accident reporting book

You will ensure:

- clear and unobstructed access is maintained to all emergency exits in the Space
- fire doors in the Space are not propped or left open at any time
- you familiarise visitors with, fire evacuation routes, fire refuge points and the fire assembly point

Electrical Appliance Safety

You will ensure that any electrical appliances intended for use in the Space are PAT tested, and details submitted to Us 28 days prior to the booking.

Care of Premises and Equipment

You will not make any alterations to Space or any other part of The Building or Premises without Our prior written consent.

You will ensure no damage is caused or permitted to be caused to The Space, Building or Premises or any equipment or fittings during the Period of Hire.

You will be responsible for any damage caused or permitted to be caused to The Space, Building or Premises or any equipment or fittings during the Period of Hire.

You will ensure that no equipment, goods or other materials are left at The Space, Building or Premises overnight.

Insurance

During the period of the hire, you will be responsible for all damages, losses, claims and costs arising out of your use of The Space, Building or Premises and shall indemnify Us from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to Our negligence.

You will ensure all Insurances are in place for the use of the Space during the Period of the Hire.

A copy of Insurance Certificate(s) may be requested by Us before the first date of the Period of Hire.

Food and Drink

If you wish to cater for or use caterers during the Period of Hire, you must ensure that all health and hygiene legislations and regulations are complied with.

General regulations

You must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at Our discretion) are displayed or offered for sale in the Space, Building or Premises.

Any items deemed to be of an offensive or inappropriate nature by Us shall be removed from display or sale immediately on our request.

Smoking and/or vaping is not permitted on any part of the Premises. You will ensure there is no smoking and/or vaping in The Space, The Building or on The Premises.

Nuisance

You must not do or allow any of your visitors to do anything on The Premises which is or may become a nuisance to Us, other hirers or to the occupiers of adjoining or neighbouring premises.

You will be responsible for requiring any person causing such a nuisance to leave The Premises.

End of Hire

You will ensure that The Space is vacated at the end of the Period of Hire.

You will ensure The Space and surrounding area are left in a clean and tidy condition and all equipment, goods and other materials are removed from the Premises at the end of the Period of Hire.

You will ensure all rubbish is placed in provided bins and black bags, and left neatly in the Space prior to leaving The Building and Premises.

Data Protection

Personal data supplied on the Space Hire Booking Form will be held and used in accordance with the GDPR.

General Terms

We may from time to time amend or add to this Space Hire Booking Policy.

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.