

# THE ELECTRIC PALACE, BRIDPORT- WEDDING & FUNCTION HIRE TERMS & CONDITIONS

These terms and conditions apply to the booking of any wedding or function hire at the Electric Palace and need to be carefully read and understood prior to signing our Quote and sending a deposit for your event.

## BOOKING PROCESS

Once an enquiry has been made, we will provide a Quote to determine the overall cost of the hire and this will be sent to the hirer along with these Terms and Conditions.

The return of the signed Quote Form and the signed Terms & Conditions will constitute a confirmed booking.

## VENUE HIRE

An Electric Palace member of staff will be on duty for the whole period of the event- including the setup and clear down time and so long as the hirer and/or their subcontractors are on the premises.

The hire period is for the date and time specified and agreed with The Electric Palace ("**the Hire Date**") as detailed in the Quote Form. It can only be altered by prior agreement with The Electric Palace and confirmed by The Electric Palace in writing. The Electric Palace reserves the right to accept or refuse any request to extend or otherwise amend a booking time at its discretion and without explanation.

## LIMITATION OF LIABILITY

You will be liable to The Electric Palace for any damage and/or loss sustained by The Electric Palace or any third party as a result of any act or omission by you, your contractors, staff or invitees, including as a result of any breach of this Agreement. You are therefore responsible for your contractors, staff and invitees and their behaviour and actions. The Electric Palace accepts no liability whatsoever for any loss (including loss sustained to any materials, equipment or personal possessions of the Hirer, his/her/their contractors, staff or invitees). Nothing in this agreement affects your statutory rights.

## BOOKINGS & PAYMENTS

Provisional bookings for venue hire will be held for a maximum of 14 days. If the deposit, Quote Form and Terms & Conditions are not received within the specified time, then we reserve the right to sell the date to another hirer.

- All bookings are confirmed only after the Quote Form and Terms & Conditions have been signed and returned, and all relevant deposits have been paid. The Electric Palace reserves the right to cancel your booking if payment conditions are not upheld. Receipt of your signed Quote Form and deposit confirms your acceptance of all Terms & Conditions.

- In order to secure your booking, the following payments must be scheduled:

50% of the total amount quoted must be paid within 14 days of receiving the final Quote (this is non-refundable)

The balance must be paid in full no later than 30 days before the hire date.

- Payments can be made by debit and credit cards (except Amex), cash or bank transfer. Cheques will not be accepted.

- The Electric Palace reserve the right to charge for any extra items missed from the first invoice or for additional service or goods required. Additional monies required will be invoiced to the hirer and must be paid within 14 days of receipt of invoice.

A **£200 damage deposit** is required in addition to the prices quoted. This must be paid with the remaining balance no later than 30 days before the hire date. The damage deposit will be refunded if no damages have been found after a check of the building has been carried out following the hire period. If you would like to be present for the pre and post venue checks please liaise directly with Jason, our Operations Manager ([bar@electricpalace.org.uk](mailto:bar@electricpalace.org.uk)).

All bought in equipment, furniture, decorations etc must be collected on the agreed date and time. A **Late Collection Deposit of £100** is required; in addition to the prices quoted. This must be paid with the remaining balance no later than 30 days before the hire date and is fully refundable if the terms have been met.

If the total number of guests attending the event exceeds by 20% the attendance numbers agreed in writing prior to the event, there will be an additional charge of £200. Please make sure at the time of booking that the expected number of guests attending is correct. Please update us in writing if this changes prior to the event so we can staff accordingly.

## CANCELLATION

Cancellations must be sent in writing. If we are not be informed of your cancellation in writing, The Electric Palace reserve the right to recover any losses.

**If the Hirer cancels the booking at any time the 50% deposit used to secure the booking is non-refundable. All balances must be paid no later than 30 days prior to the event, if cancelled within these 30 days the full balance of the booking is due. All monies are non-refundable.**

**We strongly recommend that you take out appropriate Cancellation Insurance.**

All cancellation charges must be paid by the hirer within 14 days of invoice and, where required by law, shall be subject to VAT which shall be payable by the Hirer.

## NOTIFYING YOUR CELEBRANT & THE REGISTRAR

All arrangements and legal matters relating to your wedding ceremony are your sole responsibility.

## CORKAGE

Corkage for wine, sparkling wine or other alcohol brought onto the premises by the Hirer, is charged at the rate specified in your quotation. This will cover the chilling, serving and recycling of empty bottles.

## EXTERNAL SUPPLIERS

You are responsible for all arrangements, confirmation, and payment, with all external suppliers. You are responsible for ensuring they have appropriate Public Liability Insurance in place to the minimum value of £5,000,000 and will produce documentary evidence of this prior to the hire date.

The Hirer is responsible for any damage caused by their event suppliers or subcontractors regardless of whether The Electric Palace has approved/recommended them or not. It is advised that Hirers agree the terms and conditions of supplying products and services with each such contractor. The Hirer is to ensure that their contractors are aware of and abide by the restrictions set out in this contract. Please note that, where The Electric Palace provides a recommendation or suggestion as to potential third party service providers, you should check that those service providers are suitable as The Electric Palace will not be liable for those third party service providers. Please speak to The Electric Palace Event Coordinator (01308 426336) about any contractors that you wish to use.

## CATERING

-The Hirer is responsible for hiring a caterer of their own choice and is responsible for all crockery, cutlery, glasses, table linen and furniture. **All caterers must supply their own form of refrigeration, ovens and preparation areas.** Please note that we will not be responsible for any arrangements made between you and the caterer. The 'Engine Room' backstage is available for hire to use as a 'pop up' kitchen, this does not include any equipment or furniture.

## RESTRICTIONS ON USE

### GENERAL

- The Hirer may only use the Venue for the purpose specified by it in the Quote Form
- The Hirer **must not**, and must ensure that all persons attending the Event **do not**:
  - Smoke cigarettes or use e-cigarettes anywhere on the Premises or in the entrance way
  - Please note that we operate a zero tolerance policy on drugs and any illegal substance. If any guest is found to be using such substances on the premises the booking will be terminated with immediate effect and the Police notified.

## DECORATIONS

- The following are **not permitted** unless the Hirer has obtained prior consent from the Event Coordinator:
  - the fixing of any banners, posters or other items to the walls or any other part of the Premises;
  - the use of any paint, screws, nails, pins, adhesives, including blue-tac and other similar products on or in the walls or any part of the fixtures or fittings or elsewhere on the Premises.
- Candles are not permitted on the premises under any circumstance
- The Hirer must remove any decorations from the Premises by the pre-agreed time at the end of the Hire Period or at any earlier time if instructed to do so by the Event Coordinator.

## FIRE, HEALTH AND SAFETY

The Event Coordinator will show the Hirer all applicable fire escape routes and assembly points prior to the start of the Hire Period. It is the Hirer's responsibility to inform all other Event attendees of these fire escape routes and assembly points.

No electrical equipment shall be fixed or installed in the Premises without the prior written approval of The Electric Palace and all portable equipment must have a current test certificate (Portable Appliance Test). Any freestanding equipment should be of a sturdy construction.

The Premises will be left clean and tidy and in the same condition as before the function. The Hirer shall not make any changes or additions to the Premises of any kind. Where the Premises are left in an unsatisfactory condition The Electric Palace shall be entitled to levy a Cleaning Surcharge.

**FORCE MAJEURE**

- In this Clause "Force Majeure Event" means an event beyond the reasonable control of The Electric Palace including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, terrorist acts, sabotage, public demonstration, compliance with any law or governmental or regulatory order, accident, fire, flood, storm or default of suppliers or subcontractors.
- The Electric Palace will not be liable to the Hirer as a result of any delay or failure to perform its obligations under the Agreement as a result of a Force Majeure Event.

**CHANGES**

Any changes to these terms & conditions, once signed, must be made in writing and agreed by both parties.

**NO TENANCY**

This Contract is for the period of hire only and is not intended to create a tenancy or lease, nor any continuing rights.

**SEVERABILITY**

If any provision of this contract is deemed unenforceable by any competent body this shall not affect the remainder of the contract.

**GOVERNING LAW**

This Contract shall be governed by the laws of England and Wales.

**CONTACT DETAILS**

All communications with The Electric Palace should be made as follows:

**Address:**

Bridport Electric Palace  
35 South Street  
Bridport  
Dorset  
DT6 3NY

**Email:** [programming@electricpalace.org.uk](mailto:programming@electricpalace.org.uk)

**Telephone:** 01308 426336

I / We the undersigned acknowledge that I / we have read the Terms and agree to be bound by them to the exclusion of all other terms and conditions.

\_\_\_\_\_ Date \_\_\_\_\_

Signed for and on behalf of the Hirer

Signatory's name \_\_\_\_\_

Date of Hire \_\_\_\_\_

We acknowledge the Hirer's signature above and accept the booking subject at all times to the Terms.

\_\_\_\_\_ Date \_\_\_\_\_

For and on behalf of The Bridport Electric Palace Company Ltd.

NEXT STEPS - Please sign the above and return to the Event Coordinator either by email ([programming@electricpalace.org.uk](mailto:programming@electricpalace.org.uk)) or by post (35 South Street, Bridport, Dorset, DT6 3NY) along with your signed Quote and deposit payment.