

WEST DEAN GALLERY HIRE AGREEMENT

Name of Hirer	
Address	
Post Code	
Telephone (daytime)	
Telephone (evening)	
Email address	
Name of Exhibition	
Hire Period (Start date)	
Hire Period (End date)	
Exhibition Space Hire Fee	
Exhibition Staffing Hire Fee	

Hire Fee (£)	
Deposit (£) 25% non-refundable	Due on signing agreement
Balance due (£)	Due 8 weeks before the Hire Period (Start Date)

Display aids

Please indicate here if you would like to book any display aids

Glass display cabinet 1	<input type="checkbox"/>	Glass display cabinet 2	<input type="checkbox"/>
Display plinths	<input type="checkbox"/>		

Additional services

Please indicate below if you would like further information on our additional services

Private View	<input type="checkbox"/>	Workshop assistance	<input type="checkbox"/>
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I have read and accept the Terms and Conditions of Hire.

Signed on behalf of Hirer:.....
 Date

Signed on behalf of Gallery:.....
 Date

WEST DEAN GALLERY

TERMS AND CONDITIONS OF HIRE

Definitions

In this Hire Agreement the words and expressions set out below shall, unless the context otherwise requires, have the following meanings:

Gallery means West Dean Gallery, West Dean, Chichester, West Sussex, PO18 0QZ. West Dean Gallery is part of The Edward James Foundation Limited (company number 6689362, charity number 1126084) The 'Gallery' shall include the use of designated parking spaces for the benefit of the Hirer and his/her employees, agents and representatives, including any members of the public choosing to visit the Gallery exclusively, access to and use of lavatories in the adjoining Old Dairy, and such electricity and general heating that may reasonably be required for the Exhibition;

Exhibition means the exhibition activity organised by the Hirer to be housed in the Exhibition Space during the Hire Period;

Exhibition Space means the ground floor only of West Dean Gallery (cross-hatched on plan attached to these Conditions);

Exhibition Staffing means officers and representatives of the Gallery provided for the purpose of invigilating the Exhibition;

Hirer means the company, firm, body, partnership, unincorporated association or person hiring the Exhibition Space and, where requested, Exhibition Staffing. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies, unincorporated associations and partnerships;

Conditions means these terms and conditions;

Hire Period means the period of time for which the Hirer hires the Exhibition Space unless terminated earlier in accordance with Clause 3;

Hire Agreement means these Conditions, together with any additional or substituted conditions agreed between the Gallery and the Hirer in respect of the Hire Period;

Deposit means an amount equal to 25% of the Hire Fee specified in the Hire Agreement. This deposit is non-refundable;

Hire Fee means the price for the Hire Period specified in the Hire Agreement or as amended pursuant to these Conditions.

Force Majeure means any circumstance not foreseeable at the date of this Hire Agreement and not within the reasonable control of the party in question, including but not limited to any strike or other industrial action (not due to the acts of any party to this Hire Agreement); any destruction (temporary or permanent), breakdown, malfunction or damage of or to any premises, plant, equipment (including computer systems) or materials; any civil commotion or disorder, war or terrorist activity or threat of war or terrorist activity; any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance); and any fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

I. HIRE AGREEMENT

- A. The Hirer represents, warrants and undertakes that he has full right and authority to enter into this Hire Agreement and to perform his obligations under this Hire Agreement.
- B. The Hirer shall sign the Hire Agreement and shall pay the Deposit amount requested to secure the booking.
- C. The Hire Agreement shall prevail over any other terms and conditions, whether in writing or implied by custom, practice or course of dealing, so far as permitted by law.
- D. The Hire Agreement relates to the Exhibition Space and, where specified, Exhibition Staffing. The Hirer will have no right of access to the first floor of the building in which the Exhibition Space is located and accepts that this area may be in use by the Gallery during the Hire Period.
- E. The Hirer shall not transfer or sub-let the Exhibition Space to any person without the prior written consent of the Gallery and shall use the Exhibition Space only for the purpose for which it is hired.
- F. Any Exhibition Staffing provided, where specified in the Hire Agreement, remains under the direct control of the Gallery. The provision of Exhibition Staffing does not relieve the Hirer of any obligations contained within the Hire Agreement.

2. PAYMENT TERMS

- A. The Hire Fee, net of the Deposit, shall be paid by the Hirer no later than eight weeks prior to the commencement of the Hire Period. In the case of bookings made within eight weeks of the commencement of the Hire Period the full Hire Fee shall be paid.
- B. Invoices will be sent to the Hirer at the billing address specified in the Hire Agreement unless otherwise notified by the Hirer in writing.
- C. All payments by the Hirer shall be in sterling and shall be made without any deductions or set-off. All amounts stated are exclusive of VAT and/or any other applicable taxes or levy (unless otherwise specified), which shall be charged in addition at the rate in force at the date any payment is due.
- D. If the Hirer fails to pay any amount due under the Hire Agreement on the due date, the Gallery shall be entitled to charge interest on the overdue amount at the rate of 3% per annum above the base rate for the time being of National Westminster Bank plc.
- E. The Gallery reserves the right to increase the Hire Fee upon written notice to the Hirer to reflect any change in cost beyond the reasonable control of the Gallery.
- F. Hire of the Exhibition Space outside normal opening hours shall incur an additional charge for security.

3. CANCELLATION

- A. The Gallery reserves the right to terminate the Hire Agreement immediately by giving written notice to the other in the event that:
 1. The Hirer is in material breach of any of these Conditions which breach is incapable of remedy or cannot be remedied in time for the Exhibition; or
 2. In the opinion of the Gallery, the subject matter of the Exhibition is deemed unacceptable or likely to cause public offence or bring the Gallery into disrepute; or
 3. If the Gallery is prevented or hindered from making available the Exhibition Space during the Hire Period by an event of Force Majeure; or
 4. The Gallery is required to cancel the Hire Agreement by any relevant authority.
 5. The Hirer goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of the Hirer's assets.

- B. The Hirer shall be entitled to cancel the Hire Agreement by giving the Gallery not less than eight weeks' written notice prior to the commencement of the Hire Period and in this event the Deposit will be forfeited. Cancellation with less than eight weeks' written notice will be subject to payment of the full Hire Fee, unless the Exhibition Space can be re-let.
- C. The Gallery shall have no liability to the Hirer to the extent that it is prevented from making available the Exhibition Space during the whole or part of the Hire Period due to circumstances or events beyond its control. The Gallery shall use reasonable efforts to give to the Hirer as much notice as possible of the occurrence of any such event or circumstance. The Gallery may at its discretion offer alternative arrangements which it deems to be suitable, and if accepted by the Hirer, the Hire Agreement shall be amended accordingly. For the avoidance of doubt, nothing shall excuse the Hirer from its payment obligations under the Hire Agreement.

4. SALES OF EXHIBITED WORK

- A. Exhibited work may be offered for sale by the Hirer during the Hire Period and will not be subject to any commission charge by the Gallery.
- B. All sales of exhibited work will be handled by the Hirer. The Gallery and its officers and representatives, including any Exhibition Staffing, will not handle sales enquiries or transactions.
- C. Any payments for exhibited work will be received by the Hirer directly and notices must be displayed for the duration of the Hire Period explaining to visitors which works are offered for sale and to whom any payment should be made.

5. NORMAL OPENING HOURS

- A. The normal opening hours of the Exhibition Space are 11.00 am to 4.00 pm Wednesday to Sunday. The Hirer may gain access to the Exhibition Space from 10.30 am, if stewarding his own Exhibition, but must leave by 5:00 pm in any event unless otherwise arranged with the Gallery. Owing to insurance and health and safety regulations the Hirer is not permitted to hold keys to the Exhibition Space.
- B. The Gallery reserves the right of access for its officers and representatives to all parts of the building in which the Exhibition Space is located at all times and requires that any stewards employed by the Hirer should be instructed accordingly.
- C. All entrances and exits to the Exhibition Space must be kept clear of obstructions at all times and appropriate access for the disabled observed.
- D. Persons in a state of intoxication or under the influence of other substances shall not be allowed in the Exhibition Space at any time.
- E. No animals shall be allowed in the Exhibition Space except guide or hearing dogs.
- F. The Gallery shall have the right to refuse any external services or activities that the Hirer may have arranged and does not accept any liability for the acts or omissions of any Exhibition visitor (except where Exhibition Staffing is hired) or any person employed or engaged by the Hirer in connection with the Exhibition.

6. INSURANCE

The Hirer shall be responsible for the insurance of his own personnel and property against all risks and shall fully indemnify the Gallery against all loss claims and demands in respect of personal injury or damage to property and any financial loss resulting from anything done or omitted by the Hirer. Neither party shall do or suffer to be done in or about the Exhibition Space anything whereby the insurance policy of the other may be invalidated or which may cause an increased premium to become payable.

The Gallery warrants that it has taken out and will maintain throughout the Exhibition appropriate public liability insurance and will, if required, note the Hirer's interest on any such policy.

7. HEALTH AND SAFETY REGULATIONS

- A. Both parties agree to comply with the Health and Safety at Work Act 1974 and any regulations thereunder, shall co-operate fully with each other so far as is necessary for the performance of any such statutory duty, and to take all reasonable precautions to ensure the safety of all those attending or working at the Exhibition.
- B. All electrical equipment shall be maintained and operated in accordance with the provisions of the Electricity at Works Regulations 1989.
- C. All Hirers undertake to abide by health and safety regulations and fire regulations and to pay due care and attention to safety when within the Exhibition Space. By signing the acceptance of these Conditions the Hirer is responsible for instructing all his representatives on the contents of these Conditions.
- D. The Hirer shall notify the Gallery immediately upon becoming aware of any serious accident, injury or damage occurring within the Exhibition Space.
- E. The Hirer shall nominate a point of contact to liaise with the Gallery prior to and during the Exhibition.

8. PUBLICITY MATERIAL, ADVERTISING, PRESENTATION OF EXHIBITS

- A. All publicity material shall name the Gallery as 'West Dean Gallery' with subsequent information exactly as shown on the correct wording leaflet supplied by the Gallery.
- B. The Hirer is responsible for arranging his own publicity for his Exhibition. This includes poster and flyer distribution, press releases and media cover.
- C. All exhibits must be acceptably presented with printed labels showing exhibitor's name, title of work, medium and price. The Gallery will not accept handwritten labels or lists.
- D. In the interests of the highest possible standards of presentation the Gallery reserves the right to limit the number of pictures hung in the allocated space and request re-hanging if deemed necessary.

9. CLEANLINESS AND DAMAGE

- A. The Exhibition Space must be left in a clean and orderly condition. Failure to do so will result in a cleaning charge being levied.
- B. External decorations flags emblems or posters will not be permitted and no objects may be attached to any walls or fittings inside or outside without the consent of the Gallery. The building shall not be defaced or injured in any way.
- C. The Hirer will pay the cost of repairing, restoring (or at the reasonable request of the Gallery) replacing any item belonging to the Gallery which is damaged, destroyed or removed by Exhibition visitors (except where Exhibition Staffing is hired) or the Hirer, its representatives, contractors or employees without consent.

10. FAILURE TO OBSERVE TERMS AND CONDITIONS

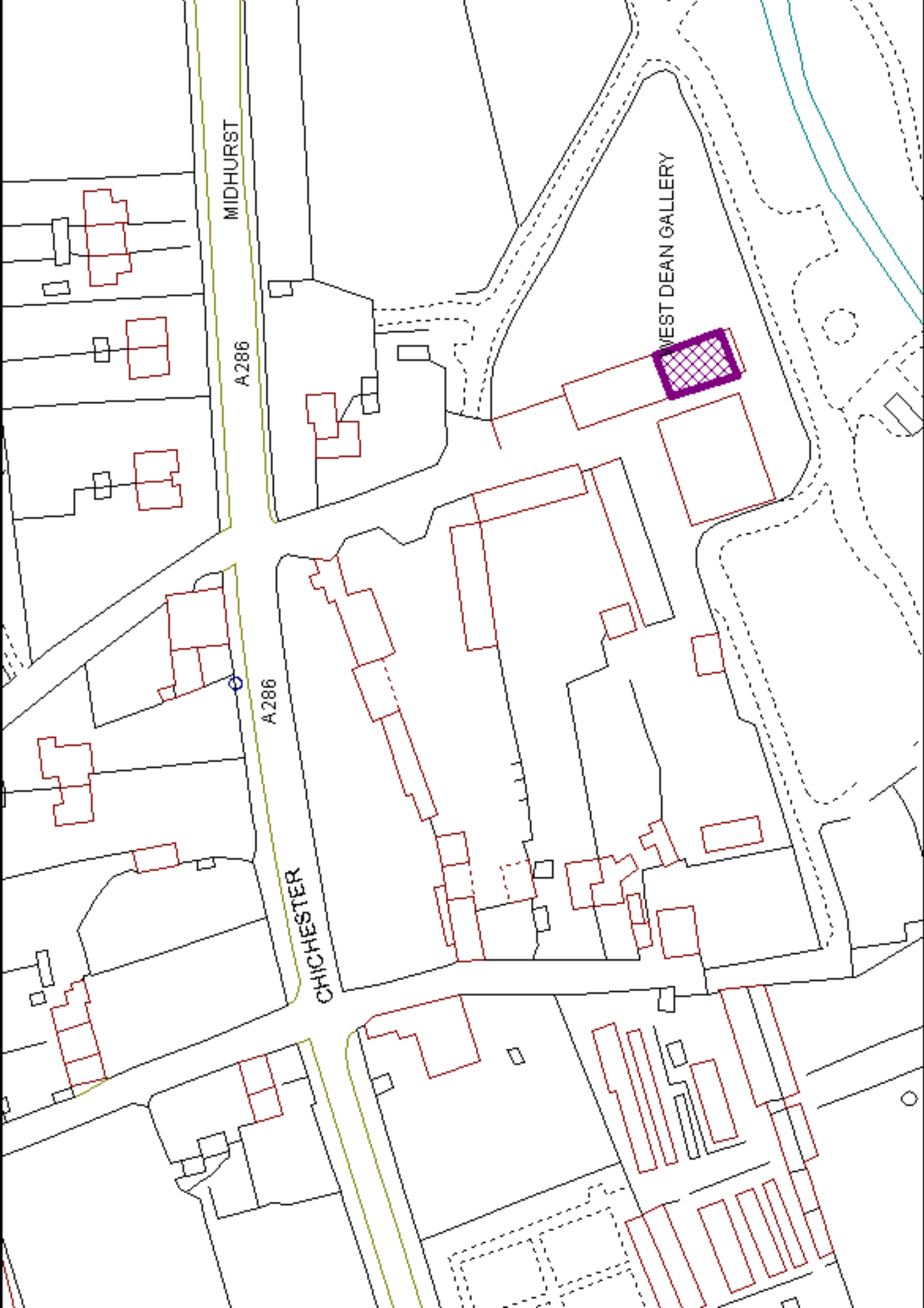
In the event of the Hirer failing to observe any of these Conditions the Gallery reserves the right notwithstanding any payment in advance of any charges to enter the Exhibition Space and terminate the hiring without previous notice in writing to the Hirer. In such an event the Hirer shall not be entitled to recover any charges.

11. FORCE MAJEURE

Neither party to this Hire Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this Hire Agreement if and to the extent that such delay or failure is caused by an event of Force Majeure and the time for performance of the relevant obligation(s) shall be extended accordingly.

12. LIABILITY

- A. Each party undertakes and agrees that it will indemnify and hold the other harmless from and against all costs and expenses (including without limitation reasonable costs), actions, proceedings, claims, demands and damage arising from a breach of the other party's representations, warranties or undertakings contained herein or arising from the acts or omissions of the other party or its respective officers, employees or agents.
- B. The Gallery shall have no responsibility for any loss or damage to the property and effects brought into the Gallery by the Hirer, its officer, employees, agents and sub-contractors, or by the attendees and participants of the Exhibition.



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