

**Elementum Gallery
The Grain Loft
South Street
Sherborne
DT9 3LU**

**Room Hire
Terms & Conditions**

Elementum Gallery's first-floor meeting room is available for hire by individuals and commercial organisations. There are conditions of use which these Standard Terms and Conditions set out.

All bookings made by persons in respect of Elementum Gallery's first-floor meeting room are accepted by Elementum upon the following Terms and Conditions, which shall form the contract between the Elementum and the Hirer.

Definitions

1. In these terms and conditions:

- i) "Elementum" refers to Elementum Journal t/a Elementum Gallery.
- ii) "Room" refers to Elementum's first-floor meeting room available to be booked online and at Elementum Gallery.
- iii) "Management" means the Directors of Elementum Journal.
- iv) "Hirer" means any person, persons or representative of the organisation named in a room booking invoiced by Elementum Journal.

Use of Room

- 2. Use of the Room is by permission of Elementum who reserve the right to refuse any booking or admission at their discretion
- 3. Use of the Room must at all times be compliant with user restrictions contained in an agreement made pursuant to section 106 of the Town and Country Planning Act 1990
- 4. Keys are to be collected in advance of room hire from Elementum Gallery and returned by the Hirer after the meeting to Elementum Gallery. Please note Elementum Gallery operates between 9am and 5pm Monday to Friday.

Cancellation by Elementum

- 5. Elementum reserves the right to cancel the booking forthwith and without any liability on its part in the event of the Hirer failing to perform any of the obligations contained within these terms and conditions
- 6. If for any reason beyond its control including, but not limited to strike, labour dispute, accident, act of war, act of God, fire, flood or other emergency condition, Elementum is unable to perform its obligations in connection with any booking, such non- performance is excused and Elementum may terminate this contract without further liability of any nature, upon re-imburement of any sums paid by the Hirer. In no event, shall Elementum be liable for consequential damages of any nature for any reason whatsoever.

Cancellation by the Hirer

7. The Hirer may cancel a Room hire booking by giving notice in writing. In the event that the Hirer cancels a Room hire booking, Elementum 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) A 25% cancellation fee will be charged if less than 7 days' notice is given for the cancellation of a meeting.
- iii) Between 24-72 hours' notice prior to the commencement of the meeting a 50% cancellation fee will be charged.
- iv) If a meeting is cancelled within 24hrs then 100% of the room hire will be charged unless due to changes in Government COVID guidelines.

8. The Hirer is in breach of this contract if:

- i) They fail to pay to Elementum any sum of money payable to Elementum on the due date
- ii) Room usage by the Hirer other than in accordance with the specified terms of this contract

Catering

9. Elementum permits the Hirer to bring their own refreshments on site on condition that

- i) Cutlery and crockery are requested at the time of booking
- ii) The Hirer leaves the room tidy and puts all rubbish in the bin(s) provided

Hours of use

10. The hire charges quoted relate to the times of the hire duration declared at the time of booking. Room usage which continues beyond these times will incur additional hire charges.

Other Points

11. Elementum operates a no-smoking policy throughout its property.

12. Permission is required for all photographs, filming and video-recording within the Elementum Premises.

13. The Hirer shall not sub-let the hired rooms

14. An additional discretionary fee of £50 will be charged to the hirer if the room is not left in the same state as at the commencement of hire period or is deemed, by the Elementum team, to be in an unfit state for the next booking

Damage to Elementum property and items not permitted in Rooms

15. The Hirer shall take all reasonable precautions to ensure that no damage occurs to the property of Elementum Gallery or its employees. Furniture and equipment provided should be used only for the purpose for which it was designed. In the event of any damage occurring, Elementum reserves the right to render the Hirer liable for the replacement or repair of any or all property damaged.

16. The Hirer shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the buildings by means of nails, screws, drawing pins,

blue tack, glue or any other means unless agreed in writing with the Management team prior to the hire period.

Equipment

17. Elementum accepts no responsibility for any hired equipment or meeting room equipment provided by, for, or on behalf of the Hirer, left unattended prior to, during, or after the function

18. Equipment hired from Elementum

i) Must be collected from Elementum Gallery prior to the meeting

ii) Must be returned to Elementum Gallery directly after use

iii) Any faults must be reported before leaving Elementum premises

iv) The Hirer will be responsible if equipment is not returned and penalty charges will be incurred

19. Elementum cannot accept responsibility for any items lost or mislaid on the premises

20. All items stored are at the Hirer's risk

Insurance of property of Hirer and Hirers guests

22. The Hirer acknowledges that any such objects, equipment, furniture, stock, or other property of any sort will remain under the control and care of the Hirer and/ or guests and the Hirer is responsible for insuring such property and accordingly the Elementum excludes liability for losses. Cars are parked in the courtyard at the owner's risk. Elementum accepts no liability for any damage caused when entering or exiting the site and while parked in the courtyard.

Conduct

23. The Hirer shall ensure that the event for which the Room is used is conducted in an orderly fashion without causing a nuisance and in full compliance with the directives and requirements of Management and with all applicable laws ordinances and regulations.

Right to Exclude or Eject Persons

24. Elementum reserves the right, as it considers reasonable, to exclude or eject, any persons from the Room or the premises of Elementum whom it shall consider objectionable (including any engaged by the Hirer) and the Hirer will be liable for any liability arising thereby save where the Hirer establishes negligence or bad faith by Elementum.

Data Protection Act

25. The details of the Hirer or, where different, the Client will be held by Elementum on its computer database for use by its accounts department for maintaining proper records. It will not be passed onto any third parties.

Invoicing

26. Payment to Elementum for meeting room hire must be made by BACs within 14 days of the date of the invoice issued for these services.

Risk Assessment

27. A generic risk assessment for the use of Room to be completed by the Hirer at the Hirer's discretion.

Covid-19

28. Room entry is prohibited to anyone with Covid-19 symptoms or anyone sharing a household with someone with Covid-19 symptoms.

29. Maximum recommended numbers have been altered to allow adequate social distancing. It is the hirers responsibility to make sure the numbers for their own meeting are responsible and legal.

30. It is the hirers responsibility to make sure they are using the room within Government guidelines.