

Venue Hire Terms and Conditions for The Prince Charles Cinema, 7 Leicester Place London – last updated on: 22nd March 2022

1. About Us

Bubble Chamber Ltd is a limited company, registered with Companies House, number 03997511 trading as The Prince Charles Cinema. We own the website www.princecharlescinema.com These terms and conditions (“**Terms**”) apply to the hire of Auditoriums, equipment and support personnel, as applicable, from Bubble Chamber Ltd.

2.

Definitions

In these Terms, the following words will be given these meanings:

‘Company’ refers to Bubble Chamber Ltd and its trading names, **‘Us’** or **‘We’**;

‘Hirer’ refers to you, the organisation, group, association, any corporate body or individual who agrees to hire the Auditorium and or equipment. Also referred to as **‘You’**;

‘Support Personnel’ refers to the use of labour supplied by the Company.

3. Interpretation

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.

The headings contained in these terms and conditions are for convenience only and do not affect their interpretation.

References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

4. Booking process

The Company will provide a non-binding quotation to parties interested in arranging the hire of Auditoriums, equipment and support personnel if applicable. To proceed with the booking, you are required to accept these Terms and make payment of the deposit fee (**see point 10**). Once we have received payment of the deposit fee, we will reserve the space.

5. Period of hire

The period of hire means the period from which is detailed on the invoice for the hire. If you wish to extend the period of hire you must contact us as soon as possible.

6. Equipment

All equipment on hire remains the absolute property of The Company. The Hirer shall have no authority to transfer or otherwise part with possession or ownership of the equipment during the period of hire or at any other period.

7. Support personnel

Will be supplied by The Company to assist in the running of the hire on our premises. The company will not produce your event only provide what equipment has been agreed and attempt to keep to the timeline agreed at the time of booking.

8. Payment

The Company reserves the right to charge a non-refundable reservation fee/deposit of at least 20% of the total cost of a booking, or a minimum of £250 excluding the applicable rate of VAT. Payment of the reservation fee reserves the Hire for the agreed period and the Company will make suitable arrangements for support personnel to attend if applicable. The cleared balance of the total charge must be received 21 calendar days prior to the booked date of hire.

A booking will not be a confirmed booking until full payment has cleared. If full payment is not cleared at least 21 calendar days before the event, the Company may elect to cancel the event, retain the deposit and require payment of the cancellation fees (and any other costs incurred) as set-out below.

8 (a) Late Payments. Payments are subject to statutory late payment charges as defined by the Late Payment of Commercial Debts (Interest) Act 1998.

8 (b) Discounts. Discounts (if offered) are conditional upon payment by the Hirer in accordance with these Terms. Late payment will automatically render any discount null and void, and result in charges being revised to their full rates in addition to any late payment charges.

8 (c) Administration Fees. A charge of £25 will be made for each communication relating to late payment. This includes but is not exclusive to electronic, paper or telephone communications and will be charged for the drawing up of late payment invoices and communications chasing payment. These are in addition to any statutory fees, court or debt collection costs.

9. Termination

The Company reserves the right to terminate the Hire immediately in writing or verbally, in the following circumstances (i) failure (or anticipated failure) of the Hirer to pay any sum due under clause 10; (ii) the Hirer is or will be (in Bubble Chamber Ltd's opinion) in material

breach of any of these Terms; 10(iii) the Hirer is in liquidation, or may be wound up due to insolvency; and 10(iiii) should the company feel that The Prince Charles Cinema brand may be damaged in any way by staging any proposed hire.

Upon termination, all outstanding charges shall immediately be paid to Bubble Chamber Ltd.

10. Loss or damage

Whilst on the premises, the Hirer will adhere to the company's Health and Safety requirements. These will be available from the Stage Manager on the day or can be requested in advance.

The company will tidy any mess left behind however any damage caused will be charged in full to the Hirer.

11. Liability

The Company will not be responsible for, and the Hirer will indemnify the Company against all claims for injury to persons or loss of or damage to property howsoever caused unless it is proved that such injury or damage be caused by gross negligence or wilful misconduct by the Company.

12. Company's Liability

The Company will not be liable for any claim unless such loss is directly caused by the Company's wilful negligence or gross misconduct. In no circumstances will the Company be liable for indirect losses, including (but not limited to) loss of profits, loss or opportunity or loss of use. In all circumstances, the Company's liability shall be capped at the hire charges paid by the Hirer.

13. Attendance

Attendance of the Company's staff outwith the designated Stage Manager shall be agreed with the Company in writing and subject to additional charges, should the Company see fit.

14. Permits & Content

The Hirer is responsible for obtaining permissions and permits, or obtain them before the start of the event, to cover all material included during the projection of the client-supplied material, failure to do so will result in the Hirer being in material breach of the Company's terms and Conditions.

The Hirer is solely responsible for paying any licensing or copyright fee due to a third party and shall indemnify the Company for any claims brought against it by third parties if they fail to do so.

15. Confidentiality and Data Protection

The Company will adhere to all national and EU data protection, data transfer, and data retention laws and regulations. The company stores all data securely.

All personal and sensitive information that the Hirer sends to the Company or forms part of its communications, will be kept confidential and will not be given to any unauthorised third parties except in accordance with the law. the Company's use of personal information is contained in its privacy policy, available on request.

Personal information is not given to any third party unless express permission is given or as permitted by law. Any client testimonials or quotes will only be used on the website or other marketing material with the express permission of the individual. Under Data Protection legislation all individuals have the right to access their personal data and when processing data. The Company will comply with the provisions of the Data Protection Act 1998 and subsequent legislation.

16. Force Majeure

While every effort will be made by the Company to fulfil your Hire, where accepted, the full performance is subject to variation or cancellation by the Company consequent upon an act of God, war, strikes, riots, lock-outs or other labour disturbances, fire, flood, restrictions of the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any other cause beyond the control of the Company ("Force Majeure"). In the event of a Force Majeure, the Company will advise the Hirer of the same, and may either advise a time by which it reasonably believes performance will be completed (or require a time for the Hirer to comply with its obligations), or advise the Hirer that the Hire is immediately terminated. Should the Company elect to terminate the Hire, the obligations of the Parties immediately cease and any amounts paid to the Company shall be retained by the Company unless it sees fit to refund to the Hirer.

In the case of extreme bad weather conditions, the Company reserves the right to cancel the event if the weather would cause damage to the venue or prove a health & safety risk to persons working.

17. Cancellation or premature termination

In the event of the Hirer cancelling or postponing the Hire, the following charges will apply:

More than 21 working days before performance: 20% of the total hire charge

Less than 21 working days before performance: 100% of total hire charge

18. No Waiver

No failure or delay by either Party in exercising any of the rights under these Terms and Conditions shall be deemed to be a waiver of that right.

19. Severance

If one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of these Terms and shall remain enforceable.

20. No Partnership

Nothing in these Terms shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship other than the contractual relationship expressly described in these Terms.

21. Third Parties

No part of these Terms shall confer rights on any third parties and accordingly, the Contracts (Rights of Third Parties) Act 1999 shall not apply.

22. Contact

Bubble Chamber is a limited company registered in England & Wales, registered number 03997511. We can be contacted by email to privatehire@princecharlescinema.com or call 07793 611930.

23. Jurisdiction and Governing Law

These terms & conditions are governed by the laws of England and its courts shall have exclusive jurisdiction in respect of any dispute or legal proceedings relating to any matter under these Terms & Conditions.