

White Noise Rehearsal & Recording Space

May 2019

## **USER AGREEMENT**

By making a booking, you are agreeing to the following terms and conditions of use without modification or revision.

You agree that:

a) The terms and conditions of hire of the Rehearsal Room and associated equipment are governed by this User Agreement.

b) We may amend, revise or update the terms and conditions of this User Agreement at any time and without prior notice to You. The most up to date version of this User Agreement will appear on the Website.

## **IN THIS USER AGREEMENT**

"Session" means the space and time allocated to You by Us which constitutes a booking

"You" means the individual who makes the booking and where the context requires the individual using the Website; "The Studio" means the premises at Reaper Events Ltd, Unit 1a Locking Industrial Estate, Locking Moor Rd, Locking, Weston-super-Mare BS24 8PJ

"User Agreement" means these terms and conditions;

"We", "Our", "Us" means Reaper Events Ltd

"Website" means [www.reaper.events](http://www.reaper.events)

## **PAYMENT**

When booking via the Website, full payment must be made in advance.

For sessions reserved over the telephone or via e-mail, payment for the reserved booking should be made at the time of the allotted booking slot.

In the case of bookings requiring multiple sessions ("Block Booking"),

Block Bookings comprising a combined session duration of 12 hours or more require a 50% deposit to be paid at the time of booking in order to confirm the reservation, the balance of which shall be divided by the number of sessions booked, and this amount charged at the end of each session.

Terms for any arrangements where an invoice is provided for bank transfer are at the discretion of The Studio.

## **BOOKINGS, CANCELLATIONS & AMENDMENTS**

Our cancellation policy ("Notice period" relates to the number of days before a Session):

Notice Period / Your refund

48 hours prior to Session Time / Full Refund

0-48 hours prior to Session Time / No refund

If You have not arrived at the Studio within the first hour of Your Session, and have made no contact with Us, We will treat this as a cancellation without notice.

If your booking is to be paid on the day of the reservation, a cancellation with 0-48 hours notice will require payment for that session before any future bookings can be made by you, and that any future reservations made by you must be paid in advance at the discretion of The Studio.

Whilst we will endeavour to provide you with as much advance notice as possible, we reserve the right to amend or cancel your booking at any time for any reason without liability to us. We will try our best to make alternative arrangements or provide equivalent equipment, and in the event of cancellation we will provide to you a refund of any monies paid to us with respect to that booking.

## **MINIMUM AGE**

All Users must be at least eighteen (18) years of age.

## **FIRE REGULATIONS & HEALTH AND SAFETY**

All Users are required to familiarize themselves, and comply with, all fire regulations, evacuation procedures and health and safety requirements of the Rehearsal Room as detailed at the location.

## **DAMAGE OR THEFT**

As the User making the booking, You are responsible for every person whom You are booking for and on behalf of. If,

at any time during your Hire Time or thereafter, damage or theft of Studio property or equipment is discovered, You will be charged for the replacement or repair (at the owners discretion) and liable to prosecution.

Whilst every effort is made to ensure the condition and good order of Studio equipment, You are advised to make aware to the Studio staff any equipment included in your hire that is not of good order, non-functional or appears to be damaged.

## **USE OF THE ROOMS**

You will be expected to leave the Studio in the condition in which You find them and ensure that You remove all Your personal belongings at the end of Your Session.

Smoking is not permitted anywhere on the premises except in the designated smoking area exterior to the building. We reserve the right to eject any person who is caught in violation of this policy.

**You shall not use the Rooms in any way which may result in annoyance or disturbance to the other occupiers or users of the premises surrounding the Rehearsal Room. We reserve the right to eject any person whose behaviour we consider inappropriate at Our absolute discretion. No refund will be payable for any unused Session time in this instance.**

**You will be responsible for keeping proper order during the Session and for ensuring that all invitees conduct themselves in appropriate manner and comply with all rules of the Rehearsal Room.**

**We reserve the right to refuse to admit to, or direct the removal from, the Rehearsal Room of any person who, in our opinion, is not in a fit and proper demeanour to be on the premises, this includes but is not limited to those under the influence of alcohol or any other drugs.**

## **LIABILITY DISCLAIMER & LIMITS**

Nothing in this User Agreement excludes any liability which We may not lawfully exclude under contract, including but not limited to personal injury or death caused by Our negligence.

You agree that We will have no liability and will not be obligated to make any refund and shall otherwise not be responsible in the event of any:-

Delay, cancellation, or strike, riots, floods, acts of god, security breach, technological failure, health scares, or any other cause beyond our control, and further that We shall not have any responsibility for any additional expense resulting from any such acts or events or from any acts of any government or authority.

In no event shall We be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, the use of The Rehearsal Room, whether based on contract, tort, strict liability, or otherwise, even if We have been advised of the possibility of damages, except where We may not lawfully exclude such liability under contract.

We accept no responsibility for loss of or damage to any articles (including personal belongings) brought on to the premises by You or your invitees.

## **NO UNLAWFUL OR PROHIBITED USE**

As a condition of Your use of The Rehearsal Room, You agree that You will not use The Studio for any purpose that is unlawful or prohibited by, or inconsistent with, this User Agreement.

## **USE OF INFORMATION**

Any personal information You provide to us for the purposes of making a booking will be retained securely and may be used by Us to contact you in the future in relation to other Studio activities. We will not, without Your prior consent pass your personal information to third parties.

## **CONTRACT FORMATION**

No contract will exist under this User Agreement for the reservation of any Rooms at the Studio until we formally accept your reservation. Our acceptance will be deemed complete and to have been effectively communicated to You for all purposes, at the time that We send the email to you whether or not you receive the email.

## **MISCELLANEOUS**

This User Agreement (and any other terms and conditions referenced herein) constitutes the entire and only agreement between Us and You, and supersedes all other agreements, representations, warranties and understandings with respect to the subject matter of this User Agreement.

If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this User Agreement shall continue in effect.

Our failure to enforce any provision of this User Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Any rights not expressly granted herein are reserved by Us.

A person who is not a party to this User Agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

This User Agreement shall be governed by and construed in accordance with English law. Disputes arising shall be subject to the exclusive jurisdiction of the English courts.