



## HOUSE FOR AN ART LOVER

### **HAL Commercial Company Limited Event Terms and Conditions**

1. HAL Commercial Company Limited reserves the right to pass on increases in costs over the period from booking to the event itself and will confirm the final price one week before the event, or earlier if full details are available. The final price will not, unless the company agrees otherwise, be lower than the minimum booking value. Payment terms are 14 days from the date of the invoice.
2. Should the Client have to cancel his/her booking, House for an Art Lover should be notified in writing. The following charges apply
  - Initial deposit is date specific and non refundable
  - More than 90 days notice 15% of projected revenue charged.
  - 60 -89 days notice 25% of projected revenue charged.
  - 30 -59 days notice 50% of projected revenue charged.
  - 14 - 29 days notice 75% of projected revenue charged.
  - Cancellation received with less than 14 days notice will be charged the total final balance estimated for the event.

Should the Client be able to rebook/ reschedule a similar event of similar value at a time acceptable to House for an Art Lover, 25% of the cancellation charge will be credited to the rebooked event.
3. Provisional numbers will be asked for at the time of booking and HAL Commercial Company Limited reserves the right to set a minimum number to be charged for the event. (These costs will be used to calculate the projected revenue see above.)
4. Clients should notify House for an Art Lover no later than 48 hours before an event if the number of attending guests has dropped. House for an Art Lover reserves the right to charge in full for these guests where the notice period is less than 48 hours.
5. Credit references are required for all Clients requiring credit facilities, but this does not guarantee credit being granted.
6. If payment is to be made either by a credit or charge card, this request must be made at the time of the booking. The card must be produced by the card signatory prior to the event.  
Payment by cheque/cash must be made on receipt of the invoice.  
HAL Commercial Company Limited reserves the right to request a non-refundable deposit for weddings.
7. The outstanding balance of the account is payable by the Client on completion of the event, unless alternative arrangements have been agreed with HAL Commercial Company Limited. Wedding clients are required to pay an estimated final balance 5 days before the event.
8. The client is hiring the building only for their event. HAL Commercial Company Ltd is not responsible for any public events which may take place within Bellahouston Park.
9. HAL Commercial Company Limited reserves the right to change agreed event rooms with appropriate discussion, should indicated numbers not materialise.
10. HAL Commercial Company Limited may cancel the booking under the following circumstances:  
If the House, or any part of it, is closed due to fire, alteration, decoration or by order of any public authority, or for any other reason that could not be foreseen at the time of the booking.  
If the Client becomes insolvent or enters into liquidation or receivership.  
If the Client is more than 30 days in arrears with payment to HAL Commercial Company Limited for previously supplied services.  
  
In such an event, HAL Commercial Company Limited will refund any advance payment made, but will have no further liability to the Client.
11. The Client assumes all responsibility for any damage he/she and his/her guests may cause during the event at the House for an Art Lover. The client will indemnify HAL Commercial Company Limited from and against any and all losses, costs, expenses, damages and claims arising in respect of damage caused by the Client and/or his/her guests to any property at House for an Art Lover's premises. Any claims made against the Client will, in the first instance be deducted from the deposit, where a deposit has been taken.
12. HAL Commercial Company Limited will ensure that the event is undertaken using reasonable care and skill but shall not be liable for any loss or damage to the property of the client or any such person as may so occur. Any claim which the Client may wish to lodge against HAL Commercial Company Limited must be forwarded within one month of the date of the event and the liability of the latter shall not exceed the total invoice value (except in cases of death or personal injury). HAL Commercial Company Limited will not under any circumstances be liable for any indirect, consequential or economic losses.
13. Should the Client wish to employ the services of any outside contractor other than those arranged by HAL Commercial Company Limited, the Client must undertake to indemnify the House for an Art Lover against any claims made against them resulting from an act or default by the Clients' contractors or caused by equipment supplied by the Client. This indemnity is also to include cover under the Health & Safety at Work Act 1974. Any outside contractor must comply with appropriate legislation including the Fire Precautions Act. The House for an Art Lover reserves the right to refuse access, without prejudice to any contractor.
14. The House for an Art Lover name, logo and telephone number cannot be used in any advertising or publicity without the prior knowledge and approval of HAL Commercial Company Limited.
15. The client will not erect any exhibitions, stands or displays within the House without prior written consent.
16. It is a term of letting that goods and services cannot be bought or sold on the premises, and no tickets may be sold at the door.
17. The contract is governed by Scots Law and the Scottish Courts have non-exclusive jurisdiction.
18. The Terms of the contract, except as otherwise agreed between HAL Commercial Company Limited and the Client in writing; regulate the contract between both parties to the exclusion of any other terms and conditions including any issued by the Client.