

Nottingham Dungeon - Terms & Conditions

1. Definitions

In these conditions the following expressions have the following meanings:

"ND" means Nottingham Dungeon.

"The Customer" any person or firm or company dealing with ND or any servant or employee of such a person firm or company.

"Services" shall include all space and facilities.

"Equipment" shall include all fixtures, lighting and other materials provided by ND or by nominated sub-contractors.

"Dungeon" the premises of ND for the time being where the services and equipment are provided.

2. General

2.1. The Customer must affect its own insurance cover against consequential loss of profit and other all other Risks including accidents & injury and must affect its own cover against loss damage or theft of any of its own equipment brought onto the premises. Under no circumstances will ND entertain any claims arising out of any failure of the Customer to affect its own insurance cover.

2.2. These Conditions constitute the entire contract and may not be varied otherwise than in writing signed by a duly authorized signatory on behalf of ND.

2.3. Full details of the ND services and charge rates are set out in the ND Price List which may be varied by ND without notice.

3. Dungeon Hire

3.1. The Dungeon is available for daily use between 0900 hrs and 2400hrs. Use outside these hours shall be charged at the published overtime rates unless previously agreed in writing by ND.

3.2. The Dungeon may be provisionally booked by telephone and the booking should be confirmed within 24 hours. The Customer will be further required to sign a Confirmation of Booking sheet, which is binding to these Conditions. Any confirmed bookings cancelled less than 3 working days of the commencement will be billed at the full rate plus any costs incurred by ND by way of expenses. The Customer will receive credit against such cancellation charges if the Dungeon is re-booked to another customer.

3.3. Bookings may only be extended with the prior consent of ND.

3.4. The Customer must observe all regulations governing the use of the Dungeon and of any Equipment and services whether imposed by ND or by any statutory body or Local Authority.

3.5. The Dungeon is available for the exclusive use of the Customer named in the booking and the Customer is not permitted to sub-contract sub-let or otherwise permit any third party to utilize the Dungeon without the prior written consent of ND.

3.6. The Customer is responsible for any loss or damage occasioned to the Equipment or the Dungeon caused by or arising from the Customer use thereof or by any servant agent employee or sub-contractor of the Customer.

3.7. Any materials used in connection with sets constructed by the Customer shall be forthwith removed from the Studio at the end of the hire period at the expense of the Customer.

3.8. No alteration decorations or additions to the Dungeon are permitted without the consent of ND and at the end of the hire period the Studio must be surrendered in the same condition that it was in at the start of the hire period. Any costs incurred by ND arising out of any breach of this Condition shall be paid by the Customer.

3.9. The Customer agrees to read and abide by all the 'Nottingham Dungeon Rules' displayed within the premises.

4. Hire of Services and Equipment

4.1. All Equipment and services are supplied by ND entirely at the risk of the Customer. ND shall not be liable for loss or damage of any kind to material or props or equipment entrusted to it however caused including consequential loss and loss of profit.

4.2. All Equipment supplied to the Customer is in good condition. The Customer must notify ND at the time of supply if the condition of the Equipment is not acceptable.

4.3. In no circumstances shall ND be liable for any transport cost or for any loss or damage including consequential loss or damage however caused arising out of the use or the inability to use the Equipment supplied or agreed to be supplied.

4.4. The Customer may not without the written consent of ND:

(i) Remove the equipment from the Dungeon premises; or (ii) modify or alter or tamper with the Equipment in any way; nor (iii) use the Equipment in a manner not recommended by the Manufacturer; nor (iv) allow or suffer the Equipment to be used by any untrained or unauthorized personnel; nor (v) part with possession sell pledge encumber or suffer any lien to be created on the Equipment.

4.5. ND shall not be liable for any loss or damage howsoever arising out of any statement advice instruction or any other representation given or made by any servant of ND or any other person whose services are supplied to the Customer.

4.6. The hire period for services or Equipment cannot be extended otherwise than with the consent of ND.

4.7. Equipment must be returned promptly at the end of the hire period in good condition (save for fair wear and tear). The Customer shall pay or compensate ND for the replacement

value of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return the Equipment on time.

4.8. Bookings and cancellations must be made in accordance with Clauses 2.2 & 2.3.

5. Payment and Additional Charges

5.1. Unless otherwise agreed in writing all transactions will be settled in cash before the commencement of the hire period. Authorized account holders must settle accounts within 14 days of the date of invoice. Prices may be varied without notice to the Customer.

5.2. Overdue accounts will accrue interest at the rate of 2% above the base lending rate of HSBC Bank PLC, per month or part thereof.

5.3. The hire charge commences when the Dungeon and/or Equipment is made available to the Customer whichever is the earlier and terminates when the Dungeon and/or Equipment is surrendered or returned to ND. ND reserves the right to make an additional hourly labour charge to cover any costs incurred by ND pursuant to condition 9 paragraph III above.

5.4. Any additional Equipment, services, staff or modifications to the Confirmation of Booking shall be billed to and paid for by the Customer.

5.5. At the end of the hire period the Customer may be charged at the discretion of ND an additional rental where the Dungeon or any item of Equipment is delivered to or returned to ND in a bad or damaged condition so as to preclude use or hire of the said Dungeon or Equipment.

5.6. Where ND is required to place a security deposit with any third party for the hire of any item of equipment the Customer shall pay such deposit to ND when the booking is made.

5.7. ND shall have a general lien on any film, tape, or other equipment or property in the possession of ND or in the Dungeon premises for the payment of any monies due to ND from the Customer.

6. Exclusions of Liability

Subject as herein before mentioned ND shall not be liable to the Customer for any loss damage expense liability or for any consequential loss (including loss of profit) whatsoever or howsoever arising out of or in connection with any of the following:

(a) Any damage to or loss of property by the Customer or the Customers servants or agents or any third party.

(b) Any breakdown stoppage or failure of the facilities and Equipment provided in the Dungeon or any other Equipment supplied to the Customer by ND.

(c) Any death or injury occasioned to any Customer or servant or agent of any Customer occasioned by the use of the Dungeon or any Equipment.

(d) For any fines and/legal costs incurred by ND or the Customer for any activity connected with the hire of the Dungeon or Equipment.

(e) Any failure on the part of ND to comply with its obligations to the Customer due to any circumstances beyond the control of ND.

7. Indemnity

The Customer shall at all times keep ND indemnified against all actions proceedings costs charges claims expenses and demands whatsoever which may be made or brought against ND or the servants or agents of ND by any third party in respect of any alleged injury loss damage or expense arising out of or in connection with the use of the Dungeon or Equipment or services supplied by ND even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of ND its owners servants or agents

8. Termination

ND may summarily terminate any hire contract with the Customer upon the happening of any of the following events:

(a) If the Customer shall fail to pay any of the monies due to ND or dishonor any cheque paid to it; or

(b) If the Customer enters into liquidation (other than for the purposes of amalgamation or reconstruction) or shall have a Receiver of its assets appointed or being an individual shall be declared bankrupt or having a Receiving order made against them; or

(c) If the Customer shall be in breach of any of the terms of these Conditions and any such termination shall be without prejudice to any rights accrued to ND against the Customer prior to the date of termination.

9. Applicable Law

These Conditions shall be read and construed in accordance with the Laws of England.