



The Magic Circle Venue

at The Centre For The Magic Arts

Tel: 0800 681 6096 | events@themagiccircle.co.uk | www.themagiccirclevenue.co.uk

TERMS AND CONDITIONS – Venue Hire

The following terms and conditions shall apply to any contractual arrangement between The Magic Circle Venue at the Centre for the Magic Arts (in this document referred to as “CMA Ltd”) and the Hirer (in this document referred to as “you” or “your” according to the context) relating to the hiring out of rooms, facilities and equipment at The Magic Circle Venue at the Centre For The Magic Arts, 12 Stephenson Way, London NW1 2HD. (In this document referred to as “the Venue”, “the building”, “we” “us” and “our” according to the context). The Contract is made between you and us and you may not assign or transfer any rights under this contract to any other person. You are responsible for paying all sums due under this contract and the terms are binding upon you.

All Cheques should be made payable to: *The Centre For The Magic Arts Limited*. BACS details are available upon request.

1) The Venue is prepared to offer facilities for events to be held within specified areas within the building. The Venue serves as the headquarters of The Magic Circle and houses The Magic Circle’s Collections, the safety of which is of paramount importance and therefore applications for use of its premises for events will be accepted only if events are considered reasonable and appropriate to the Venue.

2) The Hirer must fully and fairly represent the purpose for which the Venue is required. Any misrepresentation may result in cancellation of the function at any time by CMA Ltd. Under no circumstances may the Hirer sub-let or further offer for hire any of the Venue booked.

3) All the terms of the Contract are set out in this document, which shall prevail over and supersede any other terms referred to in correspondence or elsewhere or implied by trade, custom, practice or course of dealing. No variation or waiver of any of the Terms of this Contract shall be binding on CMA Ltd and The Hirer unless it is made in writing and signed by CMA Ltd and The Hirer.

4) BOOKING

Confirmation of any booking for any event will only be accepted upon receipt of a completed Booking Contract signed by the Hirer and returned to CMA Ltd along with any deposit.

CMA Ltd reserves the right to release the booking and re-let the facilities if the signed Booking Contract and deposit are not returned within the 14 day period.

You are solely responsible for the booking to be confirmed and all applicable charges (including cancellation charges) will then become payable under the terms set out in the document.

The Booking Contract confirms your commitment to hire the Venue and the number of people expected to attend. The Booking Contract is made on your behalf by a duly authorised signatory.

*CENTRE FOR THE MAGIC ARTS LIMITED * COMPANY LIMITED BY GUARANTEE
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If you are acting as an agent for a principal then we require written confirmation from the principal that you are empowered to contract with us on behalf of the principal.

We reserve the right at all times and without liability to cancel your booking if it is apparent that the event is of a type different from that stated in the Booking Contract. Under such circumstances, you the Hirer will still be liable for the relevant cancellation charges and costs incurred by CMA Ltd.

Unless we have an agreed credit arrangement with you, a deposit of 100% of the venue hire charge and 50% of all other charges is required to confirm an event. If you have no previous credit record with us, we reserve the right to request 100% prepayment. Unless such payment is made we may reject the booking contract in any event. Any amounts payable under this Contract which are not paid on the due date shall bear interest at the rate of 2 percentage points above the base rate at the time the amount became payable.

We may agree to hold a provisional booking for you but it is at our discretion and if agreed may be held for a maximum of 7 working days. However, if we receive a firm booking request from another hirer for a day on which a provisional booking has been made, CMA Ltd will ask for written confirmation of the event at that time from the original hirer and, unless this is given within 48 hours, the day will be given to the new Hirer.

5) CANCELLATION BY YOU

In the unfortunate event that you have to cancel your confirmed booking, once the Booking Contract has been signed and received by us, or if the number of delegates/guests due to attend or the times of the booking are reduced, the following charges are applicable.

- More than 3 months notice of cancellation: 40%
- Less than 3 months notice of cancellation: 60%
- Less than 1 months notice of cancellation: 100%
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All notifications of cancellation must be notified in writing by the Hirer. The date of cancellation will be determined as the date that the written confirmation was received by CMA Ltd.

Postponement of any event is subject to the terms of cancellation.

6) CANCELLATION BY US

We may cancel your booking at any time with immediate effect and without any liability to you if circumstances or events outside our reasonable control prevent, delay or substantially affect our ability to fulfill our responsibilities within the agreement. Should the Venue for reasons beyond its control, need to make any



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amendments to your booking, we reserve the right to offer an alternative choice of services or facilities for which the Venue will incur no liability or charge.

Circumstances or events outside our control include (without limitations) acts of God, Fire, Power Failures, Structural or Emergency Damage, Building Work, Refusals to Grant Licenses, Strikes, Lock-out or Industrial Action (whether involving our employees or a third party) the need to use the venue for a National Emergency and our belief that the Venue would not be fit for use at the time of the event or any act of omission of Yours or of Your Agents.

We may also cancel the Booking Contract if, in the opinion of CMA Ltd, any of the following situations occur:-

- a) You have broken any of the terms of the Booking Agreement including the Venue terms and conditions.
- b) You have failed to supply cleared funds for any payments due at the times stipulated in the Booking Agreement.
- c) The holding of the event gives rise to a risk of damage to CMA Ltd, The Magic Circle or its collections or its reputation.

If we cancel your booking in any of these circumstances, we will as far as is practical, give notice in writing to bring the Booking Contract to an end immediately.

CMA Ltd reserves the right to cancel or change your booking if you the Hirer are in arrears of more than 30 days on any outstanding previous payments to CMA Ltd or if CMA Ltd becomes aware of any alteration in the Hirers' financial situation.

We reserve the right to take up credit references in respect of the Hirer in order to confirm the event and ensure settlement.

7) CHARGES

The charge for hire of the Venue as stated on the Booking Contract may be subject to change under the Venues pricing policy.

Where VAT is chargeable it will be paid at the prevalent rate at the date of event.

You will pay the costs of installation of any special equipment or fitting which may be required for the purpose of the event and the cost of any additional staff required in connection with the operation thereof, the need for such installation having been agreed with the Venue in advance.



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You (or your Agents) shall ensure that no later than one hour after the end of the function, all subcontractors have left the premises removing all rubbish and leaving food preparation and service areas clean and tidy and fit for immediate use and occupation.

Failure of any such subcontractors to comply with this requirement may result in an extra charge being levied to the final account for each hour or part thereof beyond one hour after the end of the function.

If, at your request, we buy goods or services from a third party, we will charge you for all costs incurred by us and may add a handling charge. If you cancel for any reason, you must pay those costs and any handling charge, in addition to any cancellation charges.

We may at anytime require payment of further deposits beyond that indicated in the Booking Contract in respect of charges that become due. Under such circumstances you must pay any further charges required within 7 days of our request.

Under the terms of the Booking Agreement you agree to pay the full cost for restitution for any damage to any Equipment, Fixtures, Fittings, Building, Persons or the Reputation of the Club or any costs incurred however caused by You, Your Guests, Invitees or Any Other Persons present on your behalf attending or working in the Venue.

8) PROVISION OF ALCOHOL

For events not having formal catering if bar services are required that are ancillary to the main purpose of the Event, and are supplied directly by CMA Ltd, a minimum Bar Hire charge will be made. The final decision to levy such charges remains with the General Manager.

A charge will be made for the provision of Bar Services supplied by CMA Ltd, after midnight, up to the latest time of 1am.

CMA Ltd's Licensee or nominated Representative reserves the right, at any time or for any reason, to close down or to withdraw the supply of Alcohol and associated beverages.

The sale and or supply of intoxicating liquor is the sole right of the Venue appointed Licensee and no exceptions to this will be given. No alcohol of whatever description or associated beverages may be brought onto the premises at any time or for any purpose.

9) AUDIO VISUAL EQUIPMENT (AND THE PROVISION OF)

It is imperative that at the time of booking, the Hirer makes the venue aware of as many details as possible in respect of their AV Requirements. Where it is considered appropriate CMA Ltd may use the services of our



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nominated AV supply Company to ensure compliance with the Hirers' requirements. Under such circumstances the Hirer will be notified of the relevant cost for such provision.

Where the Hirer has chosen to make their own AV arrangements, the Venue will accept no responsibility or liability for any shortfalls or problems associated with that provision including any presumption on the compatibility of that provision with the Venues existing equipment. Any provision must be PAT tested and certificates provided to the Venue in advance of your event date.

When hiring The Magic Circle Theatre, a CMA Ltd technician will be required. The charges for this will be added to your invoice. Please ensure that you have advised the Venue of the times you will require the technician as access to The Magic Circle Theatre cannot be granted until the technician is on site. Should your event over run and the technician remains beyond the contracted hours agreed the additional charges will be invoiced to you following your event.

For all events it is the clients responsibility to ensure they provide working laptops and cables, the Magic Circle do not have laptops available on site on the day of your event, however if you wish to order one in advance to be hired please advise us at least four weeks in advance of your event date, and the relevant costs will be notified to you.

10) USE OF THE VENUE

You may have access to the Venue between the access time and room clear time stated in the Booking Contract. You may not alter the starting time of the event without our consent and the event must end no later than the finish time. Events requiring an early access or finishing later than the agreed time may be subject to additional charges. In both instances invoices will be sent to the Hirer as soon as possible.

If an event is scheduled for more than a one day period, CMA Ltd reserves the right to use the space between the times not stipulated in the Booking Agreement. Under such circumstances if an "Overnight Hold" on the venue is required, this may be subject to an additional charge.

You, the Hirer, your Agents, Guests and any other representative must ensure full compliance with all statutory law, including Licensing of Premises and Persons, Health and Safety, Fire Regulations and any other Statutes of Law.

Photography is not allowed in any part of the Venue without our prior written permission.

Press, television or radio coverage of any event at the Venue is not allowed without our prior written permission.



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Emergency signs are displayed throughout the Venue. Fire exits and evacuation routes must not be obstructed. You must ensure that all persons attending your event are made aware of emergency procedures when your event begins.

The Magic Circle name and Logo may not be used in any publicity or the promotional material and you will not acquire any rights in relation to the use of such name or Logo.

The hire of the Venue does NOT carry with it any implied endorsement from CMA Ltd or The Magic Circle and you are not permitted to make any claim for endorsement and agree not to do so.

CMA Ltd must comply with certain licensing, health and safety and statutory regulations and require you to fulfil your obligations in this respect.

Under no circumstances may you fix items to the walls, floors or ceilings without our prior written permission.

Under no circumstances may you make any alterations to the Structure, Internal Layout, Fittings, Decorations or Furnishings of the Venue.

Smoking is not permitted in any part of the Venue.

No food or drink, of any description, is allowed in The Magic Circle Theatre.

No advertisement, Notice Sign, Decoration, Flag, Emblem or Other Promotional Material may be attached to or displayed on or about the exterior of the venue.

If you propose to use the Venue for an exhibition or similar event you shall provide the venue with a complete set of detailed drawings of the proposed exhibition layout and other such information in connection with such exhibition as the Venue may require.

You shall assume responsibility for Damage, Personal Injury or Any Kind of Liability which may arise from the use of the Venue caused by the Hirer or your Guests, Invitees or Other Persons attending the event. You shall undertake to pay full restitution for the making good of any material damage to Furniture, Fixtures and Equipment howsoever caused by you, or by any persons working on your behalf during setting up or the dismantling of equipment.

You shall provide and maintain adequate fireproofing to all Structures, Fittings, Decorations and Furnishings used in connection with the event, all to the satisfaction of the Venue.

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You shall not bring or use any explosives, fireworks, flares, and dangerous substances or use naked flames or pyrotechnics in the Venue.

The Venue reserves the right to change the location of your event or amend the details should there be a reduction in the numbers attending the event or in the contracted value.

The Venue reserves the right to refuse the use of any externally arranged Entertainment, Services or Activities that you may have arranged and the Venue cannot accept liability for any incurred cost.

The Venue must comply with certain licensing and statutory regulations and requires the Hirer to fulfil their obligations in this respect.

11) CLOAKROOM PROVISION

All Events have the provision of a cloakroom. These are provided, for the use of the Hirer and guests, 'At The Owners Risk'. Where these services are utilized by the Hirer or guests, the Venue can accept no liability for loss or damage to property howsoever caused.

12) GENERAL MANAGERS AUTHORITY

You shall comply with any requirements of the General Manager who shall be at liberty to suspend or control to any extent any use of the Venue which in his/her judgment is not in accordance with the Venue Terms and Conditions, or which are unacceptable to the Venue. The General Managers decision is final.

13) PROPERTY LEFT AT THE VENUE

We accept no responsibility or liability (whether in negligence or otherwise) for loss or damage to any property of Yours or of Your Guests, Contractors or Agents occurring within the Venue.

14) CMA LTD'S RESPONSIBILITY

We shall undertake to keep the Venue clean and free from rubbish and debris on a daily basis provided that:

- a) This obligation shall not extend to the cleaning and removal of rubbish which exceeds or differs substantially from the type reasonably generated by bookings of the Venue for similar events.
- b) If any Structure, Goods, Chattels, Rubbish or Debris which it is your responsibility to remove from the Venue are not removed to the entire satisfaction of the venue, then the Venue will be entitled to remove the items from the Venue at your expense. All such costs shall be recoverable from you as a debt due on demand.
- c) The Venue shall not be liable for any damage occurring to these items by reason of their removal nor shall we be responsible for their subsequent safekeeping or storage. The Venue shall provide such staff, equipment and services as are specified in the Booking Contract. If such staff, equipment and services are wholly or in part



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unavailable due to circumstances outside the Venues control, the Venues liability shall be limited to a refund or reduction which is considered reasonable as a proportion (to be determined by the General Manager) of the charges referred to in the Booking Contract.

15) THE HIRER'S RESPONSIBILITY

The Hirer has the responsibility to assist the Venue in ensuring the Security of the Event and of those in attendance, including the staff. The Hirer is required to take all reasonable action to ensure full compliance with this condition and must comply with any instructions from the venue as may be required.

You must not permit any unlawful activities in the Venue with particular references to illegal Betting, Gaming, Drinking or the Supply or the Consumption of Illegal Substances.

You must not say or do anything which may damage the reputation of CMA Ltd or The Magic Circle.

Music is allowed only if booked and approved in writing by the Venue. Noise levels must not exceed what is appropriate and reasonable or the stipulated decibel level as determined by the Venue.

You will be responsible for keeping proper order and shall also ensure that all persons attending the event shall behave in a seemly manner and comply with any instructions they may receive from any member of staff at the Venue.

16) INDEMNITY AND INSURANCE

Apart from the result of negligence of the Venue, you will be responsible for and will indemnify the Venue against any liabilities, claims, proceedings and expenses in respect of injury (including death) loss or damage to persons or property in connection with your use of The Venue.

Under the Booking Contract, you agree to insure against liabilities in respect of damage to rooms, furnishings, exhibits and equipment; bodily injury to third parties; and damage to property belonging to third parties.

In addition, you may be liable for charges should your event be cancelled or postponed.

Please be aware there is insurance cover available which may protect you against this risk, but it is optional. You should make sure that you are fully insured against all losses or liabilities in connection with the event or the terms of this document.

CMA Ltd can supply you with information about insurance but shall not be deemed to be your Agent or have any responsibility to you in relation thereto.



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CMA Ltd reserves the right to refuse to accept any booking without proof that you have enough insurance to cover your liability under the terms of this document.

17) COMPLAINTS AND CLAIMS

If you have a complaint, please notify us immediately and we will do our utmost to help. If any complaint or claim arises out of the booking or regarding our compliance with the Booking Contract, you must notify us in writing, within 7 days after the end of the event.

18) LAW

This agreement is subject to English Law