

# Independent Artist Residency

## Terms & conditions

Before making a booking for The Gardeners Cottage at Forgan Arts Centre, please read these booking terms carefully. They contain important information about your rights and obligations. When you make a booking with us (whether by email or telephone), these booking terms are deemed to be accepted by you.

### 1. Introduction

- I. These terms and conditions (the “Terms”) govern all use of the website at forganartscentre.co.uk (the “Website”) and all booking of and attendance at an Independent Residency (the “Residencies”) provided by Forgan Arts Centre (“our”, “we” or us”). By accessing our Website or booking an Independent Residency you agree to be legally bound by these Terms as they may be modified and posted on our Website from time to time. We hope that these are acceptable to you but if they are not then you should not book an Independent Residency or use our Website for any purpose.

### 2. Bookings

- I. Independent residencies are booked on receipt of a 50% deposit payment. The remaining 50% is due 30 days before the check-in date (we'll send you an email a week before). If the booking is made within 30 days of the check-in date, the full amount is required at booking.
- II. Fees should be paid online using the information given in your payment request email. Payments in advance by phone, or in person are not accepted. We do not accept cheques.
- III. You must comply with all rules and regulations issued by us.
- IV. If you have a disability/additional support needs please contact us before booking as our accommodation may be unsuitable due to the nature of the location and building. Please ensure that you provide us with full details of any specific requirements that you may have and again we will endeavour to accommodate you.
- V. We do not accept bookings from anyone under 18 years of age.

### 3. Cancellation by you

- I. In relation to cancellation of an Independent Residency by you for any reason:  
  
If cancellation by you occurs more than 60 days prior to the start of the residency – we will offer you a full refund or a transfer to a different available date of the same value (or put your fee towards a residency of greater value if you pay the additional sum required).

If cancellation by you occurs between 30 and 60 days prior to the start of the residency – we will offer you a 50% refund or a transfer to a residency on a

different available date of the same value (or put your fee towards a residency of greater value if you pay the additional sum required).

If cancellation by you occurs less than 30 days prior to the start of the residency, you will not be entitled to a refund, nor will we offer a transfer of your booking or a credit note.

- II. Another artist may attend in your place, providing we have approved their application and been given 48 hours' notice before the residency commences. They will need to complete all relevant paperwork including the enquiry form and confirmation.
- III. In the event of an illness (or family illness) preventing your stay, we may, in our sole and absolute discretion, vary our cancellation policy and we may ask for documentary evidence in order to make this decision. Any refunds awarded at this stage may be subject to an administration fee.
- IV. Any residencies purchased at a discount are subject to the same Terms and will be refunded to a maximum of the price paid.
- V. We strongly advise that residents take out travel insurance to cover any costs associated with having to cancel a residency trip.

## 4. Cancellation by us

- I. We reserve the right to cancel any Residency at any time subject to you receiving by choice either a full refund or transfer to another date of the same value. We will not refund any costs of travel that you may have booked.
- II. We reserve the right to cancel any Residency if you do not make any payment when it is due and you still do not make payment within 7 days of the date your payment is due (though we will send you a reminder that your payment is due).
- III. We reserve the right to cancel your attendance on a Residency at our sole and absolute discretion and provide you with a refund.

## 5. Your Conduct

- I. If we, in our sole and absolute discretion, consider that you have behaved in an unacceptable manner then we reserve the right to require you to leave a Residency immediately. All residents are expected to conduct themselves in a reasonable manner and in accordance with our rules and regulations.

## 6. Liability

- I. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care.
- II. You are advised not to bring any items of special value onto our premises. We will not accept responsibility for the loss of any personal possessions.

- III. We will not be liable for any loss suffered by you resulting from any Residency which is beyond our reasonable control including but not limited to acts of God, wars, riots, civil commotions, malicious damage, compliance with any law or governmental order, rules, regulations or directions, accidents, breakdowns of plant or machinery, fires, floods, extreme weather, pandemics, epidemics or other outbreaks of disease or infection, or failure in the supply of electricity, heating, lighting or telecommunications equipment.
- IV. Transport, and accommodation arrangements outside accommodation offered by us, made by you with the respective providers of transport and accommodation are outside the terms of this Agreement and we exclude all liability in relation to your transport and accommodation arrangements including any costs that you might incur in the event of cancellation of a Residency by you or by us.

## 7. Data protection/intellectual property

- I. We will only use the personal information you give us to help us provide Residencies you have booked and to inform you about similar offers unless you tell us that you do not want to receive this information. We may sub-contract the provision of any element of our Website (including the hosting of our Website) to external persons and by accepting these Terms you consent to this use and storage of your data. We will not pass your data to any other third parties.
- II. All rights title and interest in any copyright that is created in any works by you whilst on a Course will vest in you upon creation but you hereby grant a licence of such copyright and the right to use such works and further your name and image in any photograph taken by us or on our behalf or supplied by you to us for advertising purposes including without limitation on our Website and in our brochures.

## 8. General

- I. We reserve the right to make changes to or suspend any aspect of our Website or Residencies from time to time.
- II. You undertake and warrant that all the information that you supply in relation to the booking of any Residency is correct and that the credit or debit card (or other means of payment) is your own. We reserve the right to obtain validation of your credit or debit cards. Any breach of this clause entitles us to cancel your booking on such Residency without any refund at any time.
- III. We make no representations whatsoever about any other websites which you may access through our Website or which may link to our Website. When you access any other website you understand that it is independent from us and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse or accept any responsibility for the content, or the use of such a website and we shall not be liable for any loss or damage caused or alleged to be caused by such link/website.
- IV. These Terms shall also apply to any person that attends a Residency in substitution for the person that made the booking and references to "you" are deemed to include references to such attendee(s).

- V. All notices should be sent to the contact details provided to you when you make a Residency booking. All notices should be sent to us Forgan Arts Centre, 59 Kirk Road, Newport-on-Tay, Fife, DD6 9JB or emailed to [anna@forganartscentre.co.uk](mailto:anna@forganartscentre.co.uk)
- VI. Notices will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or on the date of receipt by us.
- VII. You agree to indemnify us in relation to any complaint or action taken against us by any third party as the result of your behaviour or actions whilst attending a Residency or for any statements made or images posted on any site on the internet at any time. You further give your consent to the removal by us at any time and in our discretion of any content posted by you on our Website or any website or part of a website that is controlled by us and undertake to remove any posts made by you or material posted by you from any website immediately upon request by us without having to give a reason for such request.
- VIII. No failure or delay by us in enforcing any of our rights under the Contract shall be deemed to be a waiver of such right.
- IX. The Terms are governed and construed in accordance with Scottish law and the parties agree to submit to the exclusive jurisdiction of the Scottish Courts.

## 9. Utility charges

- I. Heating and electricity charges are included in your booking within reasonable use. We reserve the right to make an additional charge to guests for heating and electricity should usage be deemed, by us, to be unreasonable.

## 10. Arrival & departure time

- I. Please call or email us with your **estimated arrival time 1 week before your arrival date**. We will send you an email to remind you.

## 11. Right to decline

- I. We reserve the right to refuse, alter or cancel a booking, even after receipt of final payment.
- II. No refund or liability will apply to a situation where a client is requested to vacate, or leaves of their own accord, prior to the expiration of the booking.

## 12. Behaviour

- I. We reserve the right to terminate this contract if the behaviour or conduct of the customer either prior to or during a Residency is likely to endanger the safety or well-being of others in the party or that of the customer himself.

## 13. Accommodation Capacity

- I. For Insurance reasons, the total number of residents staying in The Gardeners Cottage must not exceed the maximum capacity.

## 14. Complaints

- I. In the unlikely event of a complaint, it should be brought to our attention immediately. Failure to register a complaint while on site may invalidate a future claim.

## 15. Bed linen & towels

- I. Bed linen and hand towels are provided free of charge.
- II. When the Residency is for more than one week, you may liaise directly with us if fresh bed linen is required.
- III. Bath Towels are not provided, and residents must bring their own.

## 16. Disabled persons

- I. It shall be the consumer's responsibility to disclose, prior to booking, to Forgan Arts Centre any physical or mental condition of a member of his party which may be relevant. We reserve the right to decline or provide a Residency for a disabled person where in our mind; the accommodation would be inconsistent with the special needs of a disabled person.