



Definitions

VENUE HIRE TERMS & CONDITIONS

The concepts in this document are:

“The hirer” means the person signing, or digitally signing the contract for the venue hire. In the case that an organisation is named in the contract, it shall also be considered as "the hirer", and shall therefore be jointly liable with the person who signed the contract.

“The premises” means the building or part of the building booked and referred to in the contract. “Event” means retreat or the agreed purpose of venue hire.

“The period of hire” means the date(s) and time(s) for hire referred to in the booking form and other correspondence.

“The Authorised manager” means the Morna Retreats Ibiza S.L or duty manager or any person or persons nominated by him/her.

BOOKING CONDITIONS

1. All bookings are considered provisional until the online venue hire registration is completed and (digitally) signed by the Hirer. No dates may be confirmed without a signed venue hire agreement and a full, non- refundable deposit of 5% of the total cost of the event. If the deposit is not paid within 5 days of booking your dates will be automatically released.
2. Both parties refuse any sort of economical claim against the other, for pre- contractual arrangements.
3. The (digitally) signed booking agreement must be returned to Morna Retreats Ibiza S.L. If the online booking agreement is not completed any dates & facilities reserved on your behalf will be automatically released.
4. The Hirer shall pay the amount specified for hire of the space, facilities, services and any fees and charges arising from the hire by the agreed dates.
5. The Price is as established in Agreement between both Parties, Price will be amended if circumstances and conditions of Hire are changed and mutually agreed by both parties.

6. A 55% non-refundable venue hire deposit is due within the agreed payment dates. If no other provision is stated on the booking form or contract, balance payment will be required 10 weeks before the event.
7. Within 10 weeks of the venue hire start date a 40% refund minus the non-refundable deposit will be issued. Within 8 – 6 weeks of the venue hire start date a 20% refund minus the non-refundable deposit will be issued. Within 6 – 2 weeks of the venue hire start date a 10% refund minus the non-refundable deposit will be issued. For cancellations within two weeks of the venue hire no refunds will be issued.
8. Should you wish to change the date of your event, it will be at the discretion of the authorised Manager.
9. Due to contractor cancellations or any situation that is beyond the companies control, such as external issues, natural disasters, severe weather, government actions, war, terrorism, riots and strikes, acts of god, Morna Retreats Ibiza S.L reserves the right to change or cancel bookings, being obliged to inform the customer as soon as possible. Morna Retreats Ibiza S.L will use all reasonable commercial endeavours to offer a refund or arrange a new date for performance of the venue hire with you but shall not be obliged to do so. Alternative arrangements will be offered without an explicit acceptance of responsibility for any costs incurred, such as traveling costs.
10. Morna Retreats Ibiza S.L reserves the right to offer discretionary discounts without affecting the status of any guests who have paid the full price. No discount will then become due to them.

GENERAL CONDITIONS

1. The Hirer shall not use the premises, or permit the premises to be used for any other purposes than for the purpose or purposes specified in the contract. The hirer will be severally and subsidiary responsible for the conduct and behaviour of all people at the premises and accepts this to be so and assumes the responsibility regardless to its civil repetition to its clients.
2. The hirer shall not use the property except for permitted use nor any offensive, noisy, dangerous, illegal, entertainment, immoral or improper purposes. The hirer and its customers shall not do anything, which may be a nuisance or annoyance to Morna Retreats Ibiza S.L or its guests, staff or contractors.
3. The Hirer shall be responsible for the cost of making good any damage or loss caused to the objects, buildings, furniture, fittings and equipment arising out of and/or in the course of the Hirer's event.

4. The hirer and guests should respect the rules of the local community and those of the property itself, particularly those that apply to excessive noise, parking, use of public areas and waste disposal. Furniture, electrical appliances and other facilities should also be used respectfully and not in a manner which could potentially cause damage.
5. Guests may not, directly or indirectly, make threats of violence against staff including but not limited to threats against a member of staff on the basis of race, ethnicity, national origin, religion, sexual orientation, gender, gender identity, age, or disability. Morna Retreats Ibiza S.L will not tolerate or condone any forms of threats or violence committed against its employees, contractors, customers/clients, suppliers, or visitors. The following list of behaviours, while not inclusive, provides examples of conduct that is prohibited: Threatening, intimidating or physically/verbally abusing another person. Aggressive or hostile behaviour that creates a reasonable fear of injury to another person. Causing physical injury to another person. Offensive language, rudeness or derogatory remarks. In any of these circumstances the authorised manager has the right to terminate the venue hire agreement with immediate effect.
6. The Hirer must always act in the best of interests of the Venue and do as much as is reasonably practical to protect the Venues license.
7. The Hirer's employees, agents and contractors shall, during the period of hire and during such other times as they, or any of them shall be in the premises for the purpose of the hiring, comply with all requirements of the Authorised Manager.
8. The Hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or the structures, settings and equipment of the premises or to any part of the building of which the premises form part of or any other building or structure within the cartilage of the building, and any damage caused or permitted by the hirer, his/her servants, agents, contractors or any other person resorting the premises by reason of his/ her hire of them shall be made good by Morna Retreats Ibiza S.L at the cost to the Hirer. The Hirer shall inform the authorised manager of any such damage as soon as caused or discovered, confirming the latter in writing and handing it to the Manager. The Manager will certify the cost of such damage, to then be charged and deducted to the Hirer.
9. The Hirer shall be responsible for the cost of making good any damage or loss caused to the objects, buildings, furniture, fittings and equipment arising out of and in the course of the Hirer's event that is caused by negligence, care-less behaviour or accidental damage. In the same way, the normal wearing of the premises shall never be deemed to be paid by the Hirer. To this effect, Spanish rental contract legislation (Ley de Arrendamientos Urbanos, de 4 de junio de 2012) clauses will be binding to both parties in terms of responsibility.

10. Local regulation and rulings will be respected by the Hirer, specifically regarding to noise and acoustic contamination, use of public areas and disposal of waste. No music will be allowed after midnight at the exterior areas of the premises, or inside at a high volume.
11. The Client will be duly instructed on Health & Safety recommendations and therefore will comply with them. The Client will immediately notify Morna Retreats Ibiza S.L on becoming aware of any accident or injury occurring at the venue.
12. Smoking is not permitted in the premises.
13. The use of drugs is not permitted within the premises. Guests are not allowed to bring drugs or alcohol for consumption or any other use. (except wine supplied by venue by prior agreement limited to 2 glasses per meal).
14. The Hirer will not admit people exceeding the agreed capacity, excluding professional, contractors or any other provisioners.
15. In the rare event of misbehaviour of one of the Hirer's clients, the Authorised Manager will immediately notify the Client and expose to him the situation. The Client will notify the guest the terms of termination of Contract and the Decision taken by the Authorised Manager.
16. In a more grave circumstance, with an urgent need of action, Morna Retreats Ibiza S.L is entitled to take as many actions should be required to solve the situation, such as contacting the local police agents, private security members, etc. In all cases, the client will be notified in an immediate time frame to be briefed with all necessary details.
17. The Hirer will remove all materials or items brought in for the event, immediately after the event. Failure to do so will imply abandonment of the former after 24 hours of no further notification by the Hirer.
18. The Hirer shall be responsible for the cost of any contractors requested to attend the event as a result of the clients set-up, having previously informed about the price and conditions, and the latter been accepted by him/her.
19. All third parties, such as contractors, service providers, must have a minimally recognised prestigious civil liability insurance policy. Morna Retreats Ibiza S.L reserves its right to request the proof of contract with the Insurance, and to base the allowance to enter the Property accordingly.
20. Any goods, properties or materials brought in by the Hirer, its employees or its guests, are of the entire responsibility of the Hirer. Morna Retreats Ibiza S.L will not accept responsibility for damage, loss of goods, left at the venue prior to, during or after the event.

21. Morna Retreats Ibiza S.L shall not accept responsibility for any items lost or stolen during the course of the event.
22. All deliveries or collections for the Hirer or Event must be arranged with and approved by the duty Manager prior to delivery or collection.
23. Police fines for acts or negligence during the rental period, will be cleared directly by the Hirer, regardless from which one of his guests originated the sanctioning procedures.
24. Despite the Direct Insurance Claim possibilities Morna Retreats Ibiza S.L may conduct, the Hirer will be responsible for any damage, brokerage or spillage that a third party may cause at the Venue.
25. The Hirer will cover any claims originated by the Hirers workers, employees, contractors, to whom they may be engaged or in relation with at a certain event, in favour of the guests.
26. Morna Retreats Ibiza S.L will be only civilly liable for the construction and premises of the Venue, excluding in prejudice of the Hirer, any activity that is carried out in its premises or grounds by the Hirer, its employees, during their rental period. Article 1.902 of the Spanish civil code and its formal judicial lucubration will come into force in case of disagreement among the parties.
27. Morna Retreats Ibiza S.L stands solely as a renter of the Venue for Civil Liability issues.
28. Morna Retreats Ibiza S.L shall not be liable for any loss due to any industrial or governmental action, breakdown of machinery, failure of supply of electricity, leakage of water, government restrictions or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled.
29. Cuts to the supply of water, electricity or the internet are not regular, however the local authorities can occasionally cut or limit supplies for short periods of time. Morna Retreats Ibiza S.L can take no responsibility for any inconvenience caused by temporary cuts to supply.
30. The Hirer shall vacate the premises by the agreed time set out in our written confirmation. Special arrangements to extend must be confirmed by the Venue Manager on Duty. Any extension of time or failure to vacate the premises at the agreed time shall incur an additional fee (based on an hourly rate).
31. The Hirer must leave the premises in clean condition. Failure to do so will incur additional cleaning charges.
32. The Hirer shall be responsible for the promotion and marketing of the event.

33. Professional photographers must contact the Media Department for permission to photograph or film the premises.
34. The Morna Retreats Ibiza S.L Logo and Photographic images must not be used without prior permission and consent from Morna Retreats Ibiza S.L
35. Images and advertising material and footage that is obtained at Morna Retreats Ibiza S.L venues, will be used exclusively for the promotion of the same venue, or in general the activity that is object of the present contract, but never, to promote a venue or event that is not related to Morna Retreats Ibiza S.L or that is taking place in a different location than our premises.
36. The Duty Manager at Morna Retreats Ibiza S.L will be notified of any events likely to have press or media involved.
37. The venue is hired on the rules and conditions above mentioned, and the payment for such facilities and the issue of any receipt or confirmation of hire shall be deemed to be an acknowledgement and acceptance by such person of the conditions herein contained.

By paying a deposit and submitting online registration with us you will be acknowledging and accepting these terms and conditions.