

The Forum@Greenwich

Standard conditions of hire

(July 2009 edition)

1. Definitions

In these conditions:

“the Board”

means the Board of Trustees of the Forum@Greenwich acting through employees of the Forum@Greenwich or any authorised officer of that Board.

“the Forum”

means The Forum@Greenwich and includes the building and the land surrounding it.

“the Deposit”

means the deposit, if any, specified in the Hire agreement and payable by the Hirer to the Board.

“the Event”

means the event specified in the Hire Agreement.

“the Hire Agreement”

means the agreement made between the Hirer and the Board for the hire of the Rooms and the provision of services.

“the Hire Charge”

means the amount payable under the Hire Agreement for the hire of the Rooms.

“the Hire Period”

means the period so specified as such in the Hire Agreement.

“the Hirer”

means the party entering into the Hire Agreement with the Board.

“the Rooms”

means those Rooms and other parts of the Forum which are the subject of the Hire Agreement.

“the Services”

means any service or facility (other than the hire of the Rooms) which the Board agrees to provide.

2. Licence and Sub-Licence

(i) The Board licences the Hirer, subject to these Conditions, to use the Rooms for the Hire Period for the sole purpose of holding the Event and agrees to provide the Hirer with the Services.

(ii) The Hirer shall not assign the benefit of the Hire Agreement nor sub-license any right or benefit under it without the written consent of the Board.

(iii) Any sub-licence shall bind the sub- licensee to observe and perform the terms of the Hire Agreement so far as they are capable of applying to the sub-licence.

3. Payment and Interest

(i) Booking is secured on payment of 50% of the full hire agreement fee 30 days preceding the booking, if less than 30 days then 100% payment is required, unless otherwise specified in the Hire Agreement.

(ii) A deposit is required to secure the Hire Agreement and to cover any damages/breakages/breach of conditions during the Hire Agreement period. The amount of the deposit retained in the event of a breach or considered breach of the conditions, breakages, damages or over running of events will be made entirely at the discretion of the Board. No correspondence will be entered into. This condition is without prejudice to any other right of set off exercisable by the Board.

(iii) Cheques, drafts or other payment instructions shall be drawn on a bank trading in the United Kingdom.

(iv) Any charge not paid by the due date will be subject to both interest and a compensation payment at the rates provided in the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

4. Compliance with Statutes

The Hirer shall ensure that all legislation relating to the use of the Forum for the Event, and any duty to obtain any licence or approval from any person or authority, is complied with.

5. Early Admission to the Rooms

The Board may at its sole discretion allow the Hirer or any servant, agent or contractor of the Hirer to use the Rooms before commencement of the Hire Period. In such circumstances the Hire Period shall be deemed to have commenced at the time of admission to the Rooms and these conditions of hire are effective from the time of admission.

6. Maximum Capacity

(i) The Hirer shall not permit more than the maximum number of people notified to him by the Board to be in any room at any time.

(ii) If the Hirer wishes to vary the seating arrangements for a room, the Board may agree to vary the maximum permitted number of people for that room.

(iii) The Board shall have the right to require people in excess of the maximum permitted number to leave either the room or, at his sole discretion, the Forum.

7. Facilities Provided

(i) The Board will provide the Rooms with adequate heating, lighting and ventilation.

(ii) The Board will take all reasonable steps to ensure that the facilities are clean and tidy in the event that this is not the case at the start of the hire period the hirer should notify the Board at the material time.

Heating, lighting and electric power

(ii) The Hirer may:

(a) use such electrical and other equipment, as part of any Hire Agreement and

(b) take such amounts of electricity (from the outlets installed for that purpose), as the Hirer may reasonably require for the purpose of the Event, on such terms and conditions (including terms as to payment) as the Board may determine.

Seating arrangements

(iii) Furniture and seating will be arranged by agreement between the Hirer and the Board.

Details of the Hirer's seating proposals should be to the board within 5 days of any event of the Hire Period.

Operation of equipment

(i) The Board will not supply staff to operate equipment.

(ii) The Forum@Greenwich is not equipped to support Apple Mac Computers.

8. Programme Details

(i) The Hirer shall provide to the Board no later than 5 days before the beginning of the Hire Period a full programme, of the Event, including all details, seating plan, material to the provision of Services by the Board under the Hire Agreement.

(ii) The Hirer shall bring to the attention of the Board no later than 5 days before the beginning of the Hire Period any activity planned for the Event that might cause a nuisance to or have an adverse impact on other users of the Forum or local residents.

9. Exhibitions and Materials

(i) Where any part of the Rooms is to be used for an exhibition or display, the Hirer shall submit to the Board no later than 5 days before the beginning of the Hire Period a plan showing the proposed dimensions of, and the proposed position within the Rooms of the exhibition or display. If, in the opinion of the Board, the proposed layout of the exhibition or display may prejudice the safety of the Forum or its occupants, the Hirer shall be required to revise the layout in accordance with the Board's requirements.

(ii) The exhibition or display shall not be erected until the plan has been approved by the Board, and the Hirer shall ensure that the exhibition or display conforms at all times to the approved position and dimensions.

10. Films, Photographs, Videotapes

(i) No film, videotapes or photographs of the interior of the Forum may be made or taken without the written permission of the Board.

(ii) No later than 5 days before the beginning of the Hire Period, the Hirer shall inform the Board in writing of the title and content of any films or videotapes which are to be shown in the Forum.

(iii) The Board reserves the right to prohibit, at any time, whether before or after the Hire Period has started, the showing of any film or videotape or the display of any photograph in the Forum.

11. Advertising

If the Board so requires, the Hirer shall submit to him a draft of any written material, or a copy of any photograph, drawing or diagram, relating to the Event or the Forum which the Hirer proposes to distribute or publish, and the Hirer shall comply with such requirements relating to their form, content, publication or distribution as the Board may reasonably impose.

12. Safe keeping of Equipment

(i) The Hirer is responsible for the safekeeping of equipment brought into the Forum by the Hirer or his agent. To assist in the discharge of this responsibility the Board will provide an accessible area only to the Hirer.

(ii) Where equipment has been hired from the Board responsibility for its safekeeping remains with the Hirer.

(iii) the Hirer will be liable for the loss of or damage to any equipment hired from the Board during the Hire Period and for any Board equipment left in the care of the Hirer or his agent.

13. Health and Safety

(i) The Hirer and his servants or agents shall comply

in all respects with the Health and Safety at Work Act 1974 and all subsequent related legislation and regulations and comply with the Board's Health and Safety policy, a copy of which will be provided to the Hirer.

(ii) Where a Production Company is contracted to prepare a room, the Hirer shall ensure that the Production Company provides to the Board thirty days before the start of the Hire Period a copy of its Health and Safety policy and copies of Method Statements and Risk Assessments for the work to be done.

14. Hazardous Substances

(i) The Hirer shall ensure that no hazardous substance, article or equipment is brought into the Forum in connection with the Event.

(ii) If, in the opinion of the Board, the Hirer or any other person proposes to bring or has brought into the Forum in connection with the Event any substance, article or item of equipment that might potentially be hazardous, the Hirer shall ensure that any requirements the Board may impose in relation to the transportation, storage, protection, use or other dealing with that substance, article or item of equipment are complied with.

(iii) In this condition, a substance or article or an item of equipment is "Hazardous" if, in the opinion of the Board, it may create a risk of fire, explosion or the release of noxious gases, or may soil or cause damage to the Forum or its contents, or may create any risk to the health and safety of occupants of the Forum.

15. Equipment Containing a Radioactive Source

(i) The Hirer must obtain the written permission of the Board to bring into the Forum any equipment containing a radioactive source, e.g. an X-Ray machine.

(ii) Such equipment must comply with all statutes and regulations governing equipment containing a radioactive source.

(iii) After the equipment is installed in the Forum the Hirer must obtain from a recognised authority certification that the equipment meets the safety standards specified by legislation and provide a copy

of the certificate to the Board.

16. Electrical Equipment and Installations

(i) The Hirer shall ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations of the Forum.

(ii) The Board may, at its sole discretion, require that any electrical equipment shall not be used, and, if the Board thinks fit, may require such equipment to be removed from the Forum.

(iii) All temporary electrical installations are to be provided by approved electrical contractors and comply with the requirements of the current edition of IEE "Regulations for Electrical Installations".

17. Radio Transmitting Equipment

The Board reserves the right to prohibit the use of radio transmitting equipment, including portable telephone/faxes. All such equipment must be approved prior to use in the Forum by the Board.

18. Care of the Forum

(i) The Hirer shall use the Forum so that it is at all times maintained in a clean, tidy and safe condition.

(ii) The Hirer shall ensure that no person:

(a) fixes anything to the structure or contents of the Forum;

(b) marks, soils or damages the structure or contents of the Forum;

(c) paints or constructs (save by way of approved prefabricated components) any object or structure inside the Forum;

(d) leaves anything in, or in any way obstructs, an emergency exit or emergency stairwell, or obstructs any notice of any emergency exit.

19. Cleaning of the Forum

(i) The Hirer shall not later than the end of the Hire Period ensure that the Rooms are clean, undamaged and free from rubbish and remove from

the Forum any item which has been brought into the Forum in connection with the Event, other than items brought in by the Board.

(ii) If, in the opinion of the Board, the Hirer has failed to comply with paragraph (i) of this condition, the Board may, at the Hirer's expense, do all that is necessary to ensure compliance in line with 3. (ii)

20. Disposal of Articles left in the Forum

(i) The Board shall have the right to remove and discard anything left in the Forum after the Hire Period has ended. The Board may at its sole discretion store at the Hirer's risk any item that appears to be valuable.

(ii) The Hirer shall be liable to pay the Board's charges for:

(a) doing whatever is necessary to ensure compliance with paragraph (i) of condition 19;

(b) storing anything in accordance with paragraph (i) of this condition.

(iii) If the Hirer fails to pay the amounts which it is liable to pay under paragraph (ii) of this condition within 30 days of an invoice for those amounts being submitted, the Board may sell any stored article and set off the proceeds of sale against any sum due to the Board under the Hire Agreement.

(iv) For the avoidance of doubt, it is hereby declared that the right of set off under paragraph (iii) of this condition is without prejudice to any other right of set off exercisable by the Board.

21. Failure of Hirer to Vacate after the Hire Period

If the Hirer, or any servant, agent or contractor of his, fails to vacate the Rooms by the end of the Hire Period or to remove from the Forum any thing brought into the Forum for the purposes of, or in connection with the Event, the Hirer shall be liable to pay the Board on demand:

(a) without prejudice to the costs recoverable under conditions 19 and 20, any costs incurred by the Board as a result of that failure; and

(b) the amount of any claim made against the board

by any other person delayed in, or prevented from, obtaining access to the Rooms or the Forum for a subsequent event.

22. Refreshments

The Hirer shall not, and shall ensure that persons entering the Forum in connection with the Event do not, bring into the Forum any food, liquor or other refreshments, unless express written permission has been granted, whereby a surcharge of £150 will be made.

23. Soliciting Money

The Hirer shall ensure that no person using the Forum is solicited for money, whether for charitable or any other purpose, without the written consent of the Board.

24. Proof of Identity

(i) The Board reserves the right to request any person within the Forum to produce acceptable proof of identity.

25. Security Procedures

(i) Notwithstanding any provision contained elsewhere in these conditions, the entry of any person or anything in to the Forum is conditional upon that person or thing complying with such security procedures as may at any time be in force.

(ii) Without prejudice to the generality of paragraph (i), the Board may require any person or thing to be searched, and may require any container or item of equipment to be opened for inspection.

(iii) The Board may suspend the Hirer's use of the Forum at any time and for any period if the Board decides in its absolute discretion that this is necessary in the interests of security. If such action is considered necessary.

26. Right to Eject

Notwithstanding any provision contained elsewhere in these conditions, the Board reserves the right, in its

sole discretion, to:

(a) require a person, whether or not a security badge has been issued to that person, to leave the Forum or any part of the Forum;

(b) refuse to permit any thing to be brought into, or require any thing to be removed from, the Forum or any part of the Forum.

27. Right of Entry

The Board reserves the right to enter any part of the Rooms at any time during the Hire Period and is not responsible for customer property of that of a third party.

28. Termination by the Hirer

(i) In the unfortunate circumstances that the Hirer has to cancel the booking the Hire Agreement will be cancelled and the Hirer shall be liable at the date of termination to pay to the Board a Cancellation Charge as determined below. All cancellations must be submitted in writing.

(ii) Up to six months deposit retained.

(iii) six to three months fifty percent of the Hire Agreement fee, plus the deposit.

(iv) Less than three months seventy five percent of the Hire Agreement fee, plus deposit.

(v) Less than seven days one hundred per cent of the Hire Agreement fee, plus deposit.

29. Termination by the Board for Breach or Anticipated Breach

(i) If the Hirer, his servants, agents or licensees or invitees or any person using the Forum in connection with the Hire Agreement or the Event breaches or fails to observe or perform any of the Conditions, or if the Hirer fails to secure their observance or performance or if it appears to the Board that:

(a) the Hirer intends to use the Centre for any purpose other than the Event specified in the Hire Agreement; or

(b) the Event may lead to a breach of the peace, or acts of violence may occur or damage may be caused to the Forum or its contents; or

(c) the nature of the Event or of any item in its programme is such as to render it undesirable that it should take place in a building under the control of the Board, then the Board may, without prejudice to any accrued rights against the Hirer, forthwith and without notice terminate the Hire Agreement.

(ii) The Hirer shall, immediately on such termination, vacate the Forum and cause all persons and things which it has caused to be in the Forum in connection with the Event to leave or be removed.

(iii) The Board shall be entitled to retain all sums paid under the Hire Agreement, and the Hirer shall be liable to pay forthwith the balance of any charges payable under or in connection with the Hire Agreement and these Conditions, and any costs incurred by the Board, or for which the Board may become liable in connection with the Event.

(iv) The Hirer shall have no claims against the Board for any loss or damage he may sustain or have sustained nor for any liability he may incur or have incurred in consequence of such termination by the Board.

30. Termination by the Board on Insolvency or Winding Up

(i) The Board may, without prejudice to any accrued rights against the Hirer, by notice terminate the Hire Agreement if:

(a) the Hirer is a company, and the company passes a resolution or the court makes an order that it should be wound up or that an administrator be appointed, or if the Hirer makes an arrangement with its creditors, or if a receiver or manager or administrator on behalf of a creditor is appointed, or if circumstances arise which entitle the court or a creditor to appoint a receiver, manager or administrator or which entitle the court to make a winding up order; or

(b) the Hirer being an individual at any time becomes bankrupt, or has a receiving order made against him, or makes any composition or arrangement with or for the benefit of his creditors, or purports to do so; or

(c) the Hirer is partnership and any partner thereof at any time becomes bankrupt, or has a receiving order made against him, or makes any composition or arrangement with or for the benefit of his creditors, or purports to do so.

(ii) In the event of such termination the Board shall be entitled to retain any deposit or sum of money that has been paid, and the Hirer, his trustees in bankruptcy, receiver, liquidator or administrator shall have no claim against the Board in respect of such termination, nor for any liability, damage or loss the Hirer has sustained or may sustain in consequence of such termination.

31. Force Majeure

(i) The Board shall not be liable for any loss or damage caused by any interruption in or failure to provide any staff, Services or Rooms where such failure is due to causes beyond the control of the Board.

(ii) If the Board, by reason of circumstances beyond its control, fails to provide the Rooms or a material part of the Rooms ready for use at the beginning of the Hire Period then (unless the parties otherwise agree) the Hire Agreement will terminate forthwith. The Board will be under no liability whatsoever to the Hirer or any sub-licensee for any loss or damage which they may sustain in consequence of such termination.

(iii) If the Hire Agreement terminates under this condition, the Hirer shall be repaid all sums paid under the Hire Agreement, subject to the deduction of an amount equal to the sum of the costs incurred by Board up to the date of termination, and that part of the Hire Charge attributable to that part of the Hire Period which has elapsed prior to such termination.

(iv) In this condition "causes beyond its control" includes, without prejudice to its generality, fire, flood, tempest, riot, civil commotion, national emergency, explosion of any kind, strike, lockout, labour difficulties, war, shortage of materials, interruption of transport, water, electricity, gas or other services, and the need to execute urgent repairs to the Forum.

32. Hirer's Liability

(i) The Hirer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the Event, except to the extent that such loss, damage etc is caused by the negligence of the Board, its servants or agents.

(ii) The phrase "servants or agents" mentioned in paragraph (i) shall not include any person authorised by the Board to provide a catering service at the Forum.

(iii) The Hirer indemnifies the Board against any claim brought against the Board in relation to any of the matters referred to in paragraph (i).

33. Insurance

(i) The Hirer shall take out before the event and maintain during the Hire Period insurance in respect of his liabilities under condition 32.

34. Notices

(i) Any notice or communications to be given to the Hirer may be sent by post to the address of the Hirer (or where the Hirer is contracting through an agent, the address of that agent) appearing in the Hire Agreement or such other address of which the Hirer or that agent may have given the Board written notice.

(ii) If any notice or communication is sent by post that notice or communication shall be deemed to have been received on the date when, in the ordinary course of the post, it would have been delivered.

35. Variation

(i) The Hire Agreement contains or refers to all the terms of the agreement made between the parties and those terms shall not be varied or added to except by a written agreement signed by the parties.

(ii) No statement in any pamphlet or brochure issued by the Board constitutes a term of the Hire Agreement, nor a representation in reliance upon which the Hire Agreement has been entered into.

36. Joint and Several Liability

If the expression "the Hirer" includes more than one person those persons shall be jointly and severally liable under the terms of the Hire Agreement.

37. Marginal Notes

The marginal notes in these conditions shall not affect their construction or interpretation.

38. English Law

The proper law of the Hire Agreement shall be English Law and the Hire Agreement shall be deemed to have been made in England.

39. Contract

These Standard Conditions of Hire form part of the Hire Agreement. If anything in these Standard Conditions of Hire contradicts the Hire Agreement, the Hire Agreement shall prevail.

Declaration

I have read and understood the Hire Agreement Terms and Conditions and accordingly agree to abide by them.

Print Name

Signed

Date