



Terms and Conditions for room hire and additional services

Definitions:

'British Schools Museum' means The British Schools Museum managed by Hitchin British Schools Trust whose registered office is 41-42 Queen Street, Hitchin SG4 9TS.

'The Venue' shall be the British Schools Museum site at 41-42 Queen Street, Hitchin SG4 9TS. 'The Customer' means the Company, Institution, Organisation or Individual on whose behalf this legally binding Contract is made.

'Charges' means the amounts payable by the Customer for the hire of a room or rooms, consumables and Audio Visual/Media services as set out in the Agreement between the Customer and the British Schools Museum.

'The Event' means the function, conference or special occasion, the date of which has been agreed by the parties and at which The British Schools Museum is engaged to provide the Services. **'The Caterer'** is The British Schools Museum or any other caterer who is contracted by The British Schools Museum to provide catering services at the Venue.

'Consumables' means the food & drink supplied at the Event.

'Hire Period' means the period of time to hire room or rooms as agreed between The British Schools Museum and the Customer.

'Package' means the combined services supplied by The British Schools Museum to the Customer.

1) ROOM HIRE

- a) Any rooms or areas of The British Schools Museum made available to the Customer are by agreement with The British Schools Museum and are subject to payment by the Customer of the separate Room Hire Charge or Package.
- b) Applications for venue hire will be accepted only if the nature of the function is considered appropriate by The British Schools Museum and in sympathy with the ethos of the British Schools Museum. The British Schools Museum reserves the right to refuse a booking.
- c) The Customer will ensure that the Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance or be an infringement of any justices' licence held by The British Schools Museum. In particular (but without limitation) the Customer shall ensure that there is no betting or gaming.
- d) The British Schools Museum reserves the right to exclude or eject any persons from the Event, whom it reasonably considers to be objectionable (including any person engaged by the Customer to provide entertainment or perform any other duties at the Event). The Customer will be liable for any liability arising thereby and shall indemnify The British Schools Museum accordingly save where the Customer establishes negligence or bad faith by The British Schools Museum.
- e) At the end of the Hire Period the Customer shall remove from the venue anything which the Customer has brought into the venue for the purposes of or in connection with the Event and shall ensure that all rooms used are clean, undamaged and free from rubbish.
- f) If, in the opinion of The British Schools Museum, the Customer has failed to comply with clause 1 e above, the Company may, in place of the Customer but at the Customer's expense, do all that is necessary to comply with that clause.

- g) Items can be sent in up to 48 hours prior to the event by prior arrangement. All left over items need to be packed up collected within 48 hours after the event. The British Schools Museum reserves the right to charge £50 (+VAT) per day for storage for items left over 48 hours within the building. The British Schools Museum reserves the right to dispose accordingly of any items left over after 48 hours and charge £300 (+VAT) for the disposal.
- h) If an entertainment or occasional licence is required, at least 6 weeks' prior written notice will be required and an appropriate charge will be made. The British Schools Museum reserves the right as its absolute discretion to decline applying for an entertainment or occasional licence.
- i) The British Schools Museum reserves the right to turn down or cancel the entertainment, if, in the opinion of the British Schools Museum, the Event is too loud and/or causing disturbance to other users of the Venue.
- j) The British Schools Museum reserves the right to withdraw the use of The British Schools Museum event spaces if, in the opinion of The British Schools Museum, the Customer has misrepresented the purpose of the booking. The Customer may not sub-let or further offer for hire any accommodation.

2) ATTENDEES

- a) At the time of booking the Customer shall provide details of the guaranteed minimum number of persons attending the Event on the front page of these Terms and Conditions.
- b) The Customer shall confirm the expected numbers attending not less than 7 working days (Monday-Friday, excluding bank holidays) prior to the Event and final catering numbers no less than 5 working days prior to the Event. Charges for the Services will be based on that number or the number actually attending, if greater. If The British Schools Museum provides the Services for any number less than the guaranteed minimum number The British Schools Museum's charge to the Customer based on the guaranteed minimum number previously advised will nevertheless apply in full.
- c) The Customer agrees to commence the Event promptly at the time agreed with The British Schools Museum and to procure that those persons present at the Event vacate the room designated for it at the time stated on the booking form.
- d) The British Schools Museum reserves the right to charge an additional £200 per hour or part thereof where events overrun. If an event overruns past 22.00 hours for an early evening hire or overruns past 02.00 for a Paranormal Investigation (Night) hire, The British Schools Museum will charge an additional £500 per hour or part thereof plus taxi fares for staff and volunteers.
- e) The Customer shall ensure that those attending the Event are ready to be served their food at the time agreed and that meals are completed within any pre-agreed time period.
- f) The Customer agrees to reimburse all expenses incurred by The British Schools Museum resulting from the Customer's breach of its obligations hereunder including (without limitation) any additional payments to staff.

3) CHARGES

- a) All charges for the Services will be the charges quoted by The British Schools Museum at the time of booking (subject to any adjustment in accordance with these Terms and Conditions) or where no charge is quoted, the charge listed in The British Schools Museum's published price list at the date of acceptance of the Customer's booking.

- b) The British Schools Museum reserves the right to require a full non-refundable payment for room hire in advance. deposit payable at the time of booking such deposit being equal to 50% of the estimated total of the catering cost and the room hire charge payable to The British Schools Museum (the "deposit"). Any catering and other additional costs will be payable as specified on the first page of this contract. A booking will not be considered confirmed until we have received full payment for the room hire charge. Time for payment of the amounts due is of the essence and The British Schools Museum reserves the right to cancel the provision of Services to any Event for which the amounts due hereunder have not been paid by the due dates.

- c) Customers shall pay the balance of any charges over and above the amounts due pursuant to clause 3(a) above within 30 days of the invoice date. The British Schools Museum reserves the right to charge interest on overdue accounts above 30 days at a rate of 4% per annum above the base rate of Bank of England for the time being.

- d) All queries relating to amounts invoiced must be notified in writing to the Company within 7 days of the date of the Event invoice.

- e) If the Customer fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to The British Schools Museum, The British Schools Museum shall without liability to the Customer, be entitled to cancel the provision of the Services and any orders for future Services from the Customer and charge the Customer for any charges outstanding and the cost of recovery thereof.

- f) Payment by credit card will incur a charge of 3% of the total gross amount

4) CONSUMABLES

- a) When Consumables are charged on a consumption basis, the Customer shall check the opening and closing of stocks of Consumables in the presence of The British Schools Museum's representative(s). In the event of a Customer refusing or delaying to do so, the figures recorded by The British Schools Museum shall be conclusive.

- b) It is the Customer's responsibility to notify The British Schools Museum of its authorised representative(s) for the Event and to ensure that all orders of Consumables are signed for by the authorised representative of the Customer. Where the Customer fails to notify The British Schools Museum of its authorised representative(s) or orders are placed by persons other than a Customer's authorised representative, the figures recorded by the British Schools Museum shall be conclusive and the Customer shall be bound to pay the charges for the Services. The British Schools Museum will not accept any adjustments to the price unless this procedure is followed.

- c) All Consumables offered are subject to availability. Where Consumables are not available, reasonable endeavours will be made to offer the closest available substitute.

5) AUDIO VISUAL/ MEDIA SERVICES

- a) The British Schools Museum reserves the right to surcharge for amendments to requirements made within three working days of the commencement of the hire period.
- b) The Audio Visual hours of operation are between 09.00 and 22.00. Technician rates outside of these hours will be quoted £65 per hour per technician.
- c) Any equipment hired to the Customer will be operated during the Event by staff employed by The British Schools Museum, except as provided in paragraph 5(d).
- d) With the written approval of The British Schools Museum, equipment hired for use in the venue may be operated during the Event by the Customer or his/her authorised agent.
- e) The Customer agrees to make good any damage or loss to equipment which is operated in accordance with paragraph (5d) by the Customer or his/her authorised agent.
- f) The British Schools Museum agrees to use reasonable endeavours to find a suitable replacement for any equipment hired to the Customer which is found to be defective.
- g) Customers are not permitted to bring any electrical equipment into the building unless it bears a valid Portable Appliance Test Certificate.
- h) The British Schools Museum reserves the right to substitute alternative equipment and/or services where original equipment and/or services are unobtainable or are not able to be used.
- i) The British Schools Museum will not accept responsibility for disruption and inconvenience to, or the ruination of an Event and/or presentation where sub-standard materials and/or poor quality video playback material, have been presented to the museum for projection.
- j) The Customer agrees that The British Schools Museum will not be responsible for failure to notify speakers or presenters of the minimum acceptable standards, or failure to gain their precise requirements, or for the unforeseen requirements of late arriving speakers and/or slide/video users.
- k) The Customer agrees to make good any damage or loss to equipment which is operated in accordance with paragraph (5l) by the Customer's production company.
- l) The British Schools Museum agrees to use reasonable endeavours to provide the equipment and perform the services specified in relation to the Event. The British Schools Museum does not however accept any liability for any failure to provide equipment or perform services where that failure is beyond the reasonable control of The British Schools Museum.
- m) The British Schools Museum does not accept any liability for any loss or damage which arises directly or indirectly out of the use of the equipment or the performance, unless such loss arises from the negligence of the The British Schools Museum staff. The Customer agrees to indemnify The British Schools Museum against any claim for any such loss or damage.

- n) Hired equipment remains at all times the property of The British Schools Museum. The Customer shall not sell, or offer for sale, assign, mortgage or pledge the equipment or any part or parts thereof and the Customer will keep the equipment in their own possession for their own use and will not allow any lien or other encumbrance to be created in respect of the same.
- o) The Customer shall be responsible for any software and hardware provided by them for use in Events and The British Schools Museum will be responsible for any software and hardware provided by them for use in Events.

6) CANCELLATION BY THE BRITISH SCHOOLS MUSEUM

The British Schools Museum may cancel the provision of the Services to an Event and forthwith terminate this

Agreement and the rights granted to the Customer if:-

- a) The British Schools Museum or part of The British Schools Museum has to be closed for reasons beyond The British Schools Museum's control; or
- b) The Customer is already in arrears with any payment due to The British Schools Museum and/or c) The Customer is in breach of any of these Terms and Conditions and/or The British Schools Museum's Terms and Conditions of Hire (if any) and fails to rectify such breach within 7 days of written request so to do by The British Schools Museum; or
- d) The Customer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
- e) The Customer (being an individual) is adjudicated bankrupt or dies.

7) CANCELLATION BY THE CUSTOMER

- a) A confirmed booking shall only be deemed to be cancelled when The British Schools Museum receives written notification of the cancellation from the Customer.
- (i) Where a room hire booking is cancelled for any reason The British Schools Museum shall be entitled to retain the Room Hire Charge paid to The British Schools Museum;

8) LIABILITY

- a) The British Schools Museum shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of The British Schools Museum's obligations in relation to the Services if such delay or failure is due to any cause beyond The British Schools Museum's reasonable control including (without limitation) Government intervention, strikes, acts of God, national or local disasters or war or any event causing the whole or part of The British Schools Museum to be closed to the public. In such circumstances the charges payable by the Customer may be subject to abatement by a fair and reasonable apportionment.
- b) The British Schools Museum do not accept liability for loss or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by the Customer or their guests or hired by The British Schools Museum on the Customer's behalf howsoever such loss or damage may occur unless as a direct result of The British Schools Museum's negligence. All such property will remain under the care and control of the Customer and is entirely at the Customer's own risk.

c) The British Schools Museum shall have no liability to the Customer for any consequential loss to the Customer arising out of or in connection with the provision of the Services pursuant to the contract formed by these Terms and Conditions and the total liability of The British Schools Museum for any other loss of the Customer shall not exceed the price payable by the Customer for the Services.

d) The Customer 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 British Schools Museum, its servants or agents and the Customer indemnifies The British Schools Museum against any claim brought against The British Schools Museum in relation to any such matters.

e) The Customer shall be liable for any loss or damage caused to the Venue and the property, furnishings, paintings or objects in the Venue by any act or omission of the Customer, its subcontractors or guests of the Customer, and shall pay to The British Schools Museum on demand the amount required to remedy any such damage.

9) HEALTH AND SAFETY

a) The Customer must take instructions from The British Schools Museum's Duty Manager (or the nominated deputy for the occasion) and, while functions are in progress. For events with over 100 guests The British Schools Museum reserves the right to provide extra security and charge the customer. The British Schools Museum staff on duty will assume full control and responsibility for evacuation in the event that any security matter including bomb, fire or the behaviour of those attending warrants such action.

b) The Customer must comply with all the Venue's Health and Safety regulations. The Customer shall notify The British Schools Museum immediately on becoming aware of any accident or injury occurring at the Venue. Where an event requires the provision of special services, e.g. additional electrical services, the Customer shall comply with any additional safety requirements imposed by The British Schools Museum. Blocking of access routes will not be permitted while delivering, setting up or breaking down for events.

c) All electrical equipment brought into the Venue must have a current Portable Appliance Test (PAT) Certificate. This must be presented to the Duty Manager on the day of the event. In the absence of a Certificate, the Customer shall be obliged to use the equipment on site, should it be available, and will be charged accordingly. The British Schools Museum accepts no responsibility for any disruption to an event should equipment not be available.

d) The Customer shall not use or allow to be used any gas-supplied heaters, helium balloons, naked flames or anything similar in any part of the Venue.

10) INSURANCE

a) The Customer shall take out before the Event and maintain during the Hire Period public liability insurance in respect of its liabilities under these Terms and Conditions with an insurer approved by The British Schools Museum and for an amount of cover not less than five million pounds sterling.

b) The Customer shall, at the request of The British Schools Museum, produce before the Event a certificate of such insurance for inspection by The British Schools Museum.

c) The Customer shall not do anything which will or might vitiate in whole or in part any insurance effected in respect of the Venue from time to time

11) GENERAL

- a) The Customer shall not use the "The British Schools Museum" logo in any of its advertising or publicity for the Event without the prior written approval of The British Schools Museum. The Customer will ensure that advertising and publicity material for the Event does not imply that the Event is endorsed or organised by The British Schools Museum without the prior written approval of The British Schools Museum. Two printed invitations (or equivalent documentation) and any supporting information together with a guest list must be made available to the Museum at least 5 working days prior to the Event.
- b) No variation to these Terms and Conditions shall be effective unless agreed in writing and signed on behalf of The British Schools Museum and the Customer.
- c) Any notices to be given under these Terms and Conditions must be given in writing and delivered personally or sent by pre-paid recorded delivery or registered post or by facsimile or scanned and sent by email to the addresses of the parties stated on the front page of these Terms and Conditions.
- d) These Terms and Conditions shall prevail over any Conditions offered by the Customer.
- e) The Customer may not assign, transfer or sub-contract its rights and/or obligations under these Terms and Conditions without the prior written consent of The British Schools Museum.
- f) If the expression the Customer includes more than one person those persons shall be jointly and severally liable under these Terms and Conditions.
- g) These Terms and Conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.
- h) The British Schools Museum is a non-smoking venue and e-cigarettes must not be used within the Venue. This policy will be strictly enforced.
- i) No alterations may be made to the appearance of the hired space without the prior agreement of the Museum or Duty Manager. Affixing to walls/surfaces is strictly not permitted. The Duty Manager reserves the right to remove any unauthorised items and charge at cost for any damage incurred.
- j) All deliveries must be pre-arranged within the agreed hire period. Company name and to be delivered items must be provided to the Museum at least 24 hours in advance of the Event.
- k) The Customer acknowledges that no relationship of landlord and tenant is created between the Customer and The British Schools Museum by this Agreement and that The British Schools Museum retains control possession and management of the Venue and the Customer has no right to exclude The British Schools Museum from the Venue.
- l) The Customer agrees and undertakes:
 - (i) to indemnify The British Schools Museum and keep The British Schools Museum indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (a) this Agreement;
 - (b) any breach of the Customer's undertakings; and/or
 - (c) the exercise of any rights given to the Customer.