

TERMS AND CONDITIONS WITH HIRERS

1.0 Definitions

In these terms and conditions the following terms shall have the following meanings:

The Agreement means these terms and conditions and the Booking Form

NMME means National Maritime Museum Enterprises Ltd;

Museum means the National Maritime Museum, the Queen's House, the Royal Observatory Greenwich and the Peter Harrison Planetarium;

Premises mean the premises where the Event is agreed to be held,

Hire Fee means the Premises' hire fee set out in the Event Details

Fee means the Hire Fee plus any additional charges payable by you after the Event;

Events Department means the Museum staff responsible for managing the Event;

Event means the event for which you have hired the Premises as set out in this Agreement;

Event Date means the date of the Event as set out in this Agreement;

Hirer means a consumer holding an Event(s) not in the course of or for the purposes of business, trade or a profession (referred to in this Agreement as "you", "your").

Event Manager means the member of the Events Department who is responsible for managing your Event.

Day means a day between Monday and Friday (inclusive) other than Christmas Day, Good Friday and any other bank or public holiday.

Parties means NMME and you.

VAT means any value added tax or levy chargeable in accordance with applicable provisions of the Value Added Tax Act 1994 and legislation supplemental thereto or replacing, modifying or consolidating it.

your Personnel means and includes the Hirer's agents, suppliers, sub-contractors, employees, guests and invitees or any of them.

2.0 Interpretation

2.1 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted.

2.2 The headings to clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of the clauses of this Agreement.

- 2.3 Where the context allows, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa.
- 2.4 General words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 2.5 Any obligation on you not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done.

3.0 Confirmation, Deposit and Payment

- 3.1 All payments shall be made in GB Pounds Sterling.
- 3.2 You will pay the balance of the Hire Fee no later than twenty (20) Days before the Event Date.
- 3.3 Any additional charges attributable to the Event shall be payable in full twenty (20) Days from the date of NMME’s invoice.
- 3.4 All prices are exclusive of VAT.

4.0 Purpose of the Event and Contact Details

- 4.1 You shall fully and fairly represent the purpose for which the Premises are required. Any misrepresentation may result in cancellation of the Event at any time by NMME and without liability of any kind on the part of NMME.
- 4.1.1 You shall and you shall procure that your Personnel shall use the Premises for the purpose of the Event only and ensure that nothing which would injure the reputation of the Museum takes place and shall at all times during the Event act in preservation of good order and decency,
- 4.1.2 You shall not and you shall procure that your Personnel shall not use the Premises or the Museum’s property or anything which is brought on to the Premises in such a way as to cause any nuisance, disturbance or annoyance to the Museum’s staff or to the owners and occupiers of neighbouring property,
- 4.1.3 You shall not and you shall procure that your Personnel shall not use the Premises for any improper or unlawful purpose or in any improper or unlawful way,
- 4.1.4 You shall not and you shall procure that your Personnel shall not do anything or bring onto the Premises anything which may endanger or put at risk the Premises, the Museum’s staff or any equipment, contents or fittings or other property of the Museum or NMME or which may render invalid any insurance policies of NMME or the Museum,

- 4.1.5 You shall and you shall procure that your Personnel shall take good care of and not cause any damage to the Premises or to any equipment, contents or fittings or any other property of the Museum or NMME.
- 4.2 NMME will not accept bookings for private parties through company accounts. Any event held:
 - 4.2.1 for private parties shall be booked in the name of and to the account of the individual hirer; and
 - 4.2.2 in the course of or for the purpose of business, trade or profession shall be booked under a separate hire agreement in the name of and to the account of the business, trade or professional hirer.
- 4.3 You shall notify NMME of any change in address and contact details. Failure to notify NMME in good time of these changes could result in cancellation of the Event at any time by NMME. In the event of a cancellation resulting from inability to contact you NMME will refund you any deposit or other payment made on account but will not be liable for any costs you may have incurred.

5.0 Cancellation and Postponement

- 5.1 If you want to cancel a booking, you shall do so in writing and the following provisions will apply:
 - 5.1.1 if the cancellation is more than six (6) months before the Event, NMME will refund you 50% of your deposit.
 - 5.1.2 if the cancellation is less than six (6) months but more than three (3) months before the Event, NMME will use its reasonable endeavours to re-let the Premises for the Event Date and if successful, will refund at NMME's sole discretion up to 50% of your deposit; if not successful you will forfeit your deposit.
 - 5.1.3 if the cancellation is less than three (3) months before the Event, NMME will use its reasonable endeavours to re-let the Premises for the Event Date and if successful, will refund at NMME's sole discretion up to 50% of your deposit; if not successful you will forfeit your deposit and will also be liable to pay NMME the balance of the Hire Fee (if any).
 - 5.1.4 In any case NMME will be entitled to keep such part of the deposit as is not refunded and, in the case of clause 5.1.3, the balance of the Hire Fee and you shall have no further claim whatsoever against NMME in respect of the cancellation of the Event.

6.0 Termination

- 6.1 You shall and you shall procure as applicable that your Personnel shall notify NMME in writing immediately upon the occurrence of any of the following events

- 6.1.1 you or any of your Personnel propose to enter or you do enter into any composition or arrangement with your creditors generally or any class of your creditors; or
- 6.1.2 you or any of your Personnel are the subject of any judgement or order made against you which is not complied with within five (5) Days or you are the subject of any execution, distress, sequestration or other process levied upon or enforced against any part of your property, assets or revenue;
- 6.1.3 you or any of your Personnel are the subject of a bankruptcy petition or bankruptcy order; or
- 6.1.4 you or any of your Personnel are the subject of an application or order or appointment under the Insolvency Act 1986; or
- 6.1.5 you or as applicable any of your Personnel are unable to pay or have no reasonable prospect of being able to pay your debts within the meaning of the Insolvency Act 1986;
- 6.2 In the event NMME is not able to provide to you the use of the Premises on the date requested in your Booking Form and you are unable to accept any reasonable alternative offer NMME shall refund to you any monies paid to NMME. In such circumstances NMME shall have no further liability to you.
- 6.3 NMME may terminate this Agreement without liability for compensation or damages by written notice to you without prejudice to any accrued rights NMME may have against you:-
 - 6.3.1 with immediate effect on the occurrence of any of the events described in clause 6.1 above; or
 - 6.3.2 on five (5) Days written notice if you have not made by the due date a payment due under this Agreement;
 - 6.3.3 with immediate effect if you are in default of any obligation under this Agreement other than payment of monies due as set out in clause 6.3.2 above and you shall have failed to remedy such default within ten (10) Days of being required in writing by NMME to do so unless the default is not capable of remedy or is a fundamental breach of the Agreement in which case NMME may terminate this Agreement with immediate effect;
 - 6.3.4 with immediate effect if either you or NMME is prevented from performing any material obligation under this Agreement by reason of Force Majeure as defined in clause 20.
 - 6.3.5 on twenty (20) Days written notice to you at any time
 - 6.3.6 with immediate effect if NMME believes that the Event for which the booking has been made is not likely to be of a nature appropriate to the Museum, or is not likely to be conducted or organised in a proper or suitable manner.

Provided that in the event of termination in accordance with clause 6.3.5 or 6.3.6 NMME will refund you any deposit paid or other payment made to NMME in respect of the Event but will not be liable for any costs you may have incurred or for which you may become liable.

7.0 Liability, Indemnity and Insurance

7.1 Without prejudice to any rights or remedies of NMME and the Museum, you shall indemnify, and keep indemnified, NMME, its staff and agents and the Museum and its staff and agents from and against all losses, claims, proceedings, actions, damages, suits, demands, charges, costs and expenses arising directly or indirectly out of or relating to:

7.1.1 any advice or information given or omitted to be given by you or your Personnel; or

7.1.2 anything done or omitted to be done under this Agreement by you or your Personnel ;

7.1.3 any other acts or omissions of you or your Personnel,

7.1.4 any damage to the Premises, its equipment, contents or fittings by you or your Personnel;

7.2 For the avoidance of doubt the indemnity provided by clause 7.1 above shall extend to and include any death, harm, loss or injury caused to any person.

7.3 The only liability of NMME is that set out in this Agreement. Nothing in this Agreement shall exclude or in any way limit NMME's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to this:

7.3.1 the maximum total liability of NMME in contract, tort or otherwise (including but not limited to any liability for any negligent act or omission) for loss or damages which are not otherwise limited or excluded under this Agreement howsoever arising out of or in connection with the performance or observance of its obligations or any breach of its obligations under this Agreement will be limited to a sum equal to the Fee;

7.3.2 NMME will not be liable to you or your Personnel under this Agreement in contract, tort or otherwise (including any liability for any negligent act or omission) for any special, indirect or consequential losses including but not limited to loss of revenue, business, contract, anticipated savings, profits or wasted expenditure howsoever arising out of or in connection with, the performance of its obligations or any breach of its obligations under this Agreement, whether or not such loss or damage is foreseeable, foreseen, or known.

7.4 NMME provides only such other services, utilities and facilities as are agreed between the Parties to be necessary to the use of the Premises for the Event, provided always that NMME is not to be liable for failure or interruption of any of the services, or for any failure to be in proper or working order of any utilities or facilities where any such failure or interruption is caused by:

- 7.4.1 necessary repair, replacement or maintenance of installations or apparatus;
- 7.4.2 damage to them or destruction of them, mechanical, electrical or other defects or breakdowns, frost or other inclement conditions;
- 7.4.3 shortage of fuel, materials, water or labour; or
- 7.4.4 anything beyond NMME's control

unless the failure or interruption could reasonably have been prevented or shortened by the exercise of proper care, attention, diligence and skill by NMME, its staff and agents or the Museum, its staff and agents.

7.5 The Events Department shall notify you:

- 7.5.1 within forty-eight (48) hours after the Event taking place of any damage by you or your Personnel to the Premises, its equipment, contents or fittings; and
- 7.5.2 within twenty (20) Days after the Event the cost of repair of the damage.

7.6 Without prejudice to the provisions of clauses 7.1 and 7.2 you shall be liable for all damage occurring to the Premises, its equipment, contents or fittings occasioned by you or your Personnel or otherwise arising out of or in connection with the Event.

7.5 An insurance policy has been arranged in the general name of hirers of the Premises subject to a limit of liability of £5,000,000. The details are

Insured: Any hirer of the facilities of the National Maritime Museum

Cover: Legal liability for bodily injury to third parties and damage to their property.

Limit: Limit of indemnity £5,000,000 any one incident.

Period: For the duration of the Event including associated setting up and taking down.

Excess: £500 each and every loss in respect of damage to Property.

Insurer: Chubb Insurance Company of Europe.

Claims: In the event of a claim, please contact:

S-Tech Insurance Services Ltd
 154-156 Victoria Road
 Cambridge CB4 3DZ
 Telephone: 01223 324233
 Fax: 01223 464150
 E-mail: claims@s-tech.co.uk

Policy: The above is a summary of the Insurance Cover arranged. A copy of the full Policy Terms and Conditions is available on request from S-Tech Insurance Services Ltd.

8.0 Event planning

- 8.1 You shall provide the Events Department with a named person who will be in attendance during the Event and who will assist in dealing with enquiries or emergencies for the duration of the Event.
- 8.2 You shall provide sufficient staff or persons to check in guests.
- 8.3 You shall ensure that the number of guests listed in the Event Details is not exceeded. Any change in guest numbers shall be agreed in writing by the Events Department ten (10) Days prior to the Event. Failure to agree a change in guest numbers may lead to additional charges and to the Museum staff refusing entry to any guests who exceed the numbers of guests listed in the Event Details or as otherwise agreed in writing between the Parties as set out in this clause.
- 8.4 You shall not and you shall procure that your Personnel shall not employ extra security personnel without prior written approval from the Events Department.
- 8.5 You shall and you shall procure that your Personnel shall advise NMME at the time this Agreement is returned to NMME of invitations to Royalty and senior Members of Parliament.
- 8.6 You shall and you shall procure that your Personnel shall inform the Events Department at least five (5) Days before the Event of any VIPs expected to attend the Event.
- 8.7 You shall and you shall procure that your Personnel shall send a full guest list to the Events Department at least ten (10) Days prior to the Event.
- 8.8 At least twenty (20) Days prior to the Event you shall and you shall procure that your Personnel shall declare in full the range of people to whom tickets will be given or sold. Neither the Event nor any ticket offers may be advertised in the media without the prior written approval of the Events Department. The Event shall not be advertised to the general public.
- 8.9 You shall not and you shall procure that your Personnel shall not undertake preparations for the Event in the public areas of the Museum premises before 17.00 (14.30 in the case of weddings) unless prior written approval has been given by the Events Manager, specifying areas (and limits to such areas) in which preparation may take place. Timings are specified in the Event Details.
- 8.10 You shall and you shall procure that your Personnel shall confirm exact timings and schedules for the Event with the Events Department no later than ten (10) Days prior to the Event Date.

9.0 Printed Materials

- 9.1 All printed materials, including the invitation to the Event, on which the Museum's name appears shall be approved in writing by the Events Department **prior** to print. NMME reserves the right to demand the reprint at your expense of any written materials on which the Museum's name appears where prior written approval has not been given by the Events Department. Museum logos may not be used on any printed material unless provided and authorised by NMME.
- 9.2 Necessary copyright permission shall be sought and colour reproduction approved in writing before any images or works of art, or any photographs of the Premises or the Museum, are reproduced on printed materials. You shall and you shall procure that your Personnel shall contact the Events Department in the first instance and will then be put in touch with the Museum's picture library.
- 9.3 You shall not and you shall procure that your Personnel shall not display any advertising or promotional material on the Premises without the prior written approval of the Events Department.
- 9.4 You shall not and you shall procure that your Personnel shall not attach any item to the Premises without the prior written approval of the Events Department.

10.0 Press, media and photography

- 10.1 NMME only permits press or media coverage with overt reference to its buildings, collections, programmes and brand in relation to its own activities. NMME will use reasonable endeavours to accommodate hirers' events which require media coverage PROVIDED THAT such coverage has no express or implied reference to the Museum, its buildings, collections, programmes or brand. No live coverage is permitted. If permission is granted for photography to take place, the photography shall not be identifiable as the Museum, its buildings, collections, programmes or brand. At the discretion of the Events Manager, attending members of the press and media may be required to sign an indemnity form.
- 10.2 Photography and filming are subject to strict regulations by NMME. Requests for filming and photography shall be conveyed in writing to the Events Department at least five (5) Days before the Event. Photographers shall sign an indemnity form, copies of which are available from the Events Department. Filming may be subject to an additional fee to be agreed with NMME in advance of any such filming and depending on the size, duration and complexity of the shoot and the end use of the footage. NMME reserves the right to use any photographs taken on the Premises or the grounds of the Museum for its own promotional purposes. You shall procure that any photographer used by you provides access to and copies of and the right for NMME to use any photographs taken at the Premises or the grounds of the Museum. NMME will request written consent from you before it publishes any photographs in the public domain.

11.0 Rules and regulations

- 11.1 You shall and you shall procure that your Personnel shall comply with all requirements of NMME and the Museum in relation to the use of the Premises and at all times take every reasonable care to ensure the proper and careful use of the Premises and the Museum's property, seeking advice from and drawing the attention of the Events Department to any element of the Event which may constitute a special risk. If you or any of your Personnel are in doubt as to what may constitute a special risk, you shall and you shall procure that your Personnel shall discuss the Event with, and seek the advice of, the Events Department.
- 11.2 You shall and you shall procure that your Personnel shall adhere to instructions from the Events Department with respect to the sale of alcohol at Events and in particular the provisions set out at clause 25 in the Supplier's Appendix.
- 11.3 Only food and beverage supplied by a Museum accredited caterer may be consumed at the Event. The Client shall not, and shall procure that persons entering the Venue in connection with the Event do not, bring any food, beverages, alcohol or other refreshments into the Venue without the prior written consent of the Museum.
- 11.4 You undertake to give all necessary notices and obtain all necessary licences and consents required by statute or byelaw relating to the use of the Premises by you or any of your Personnel.
- 11.5 You shall and you shall procure that your Personnel shall seek the prior written approval of the Events Department if you or any of your Personnel wish to construct anything in the grounds of the Museum and if such written approval is given then you and you shall procure that your Personnel will obtain all necessary planning and other permissions required.
- 11.6 You shall and you shall procure that your Personnel shall use only those routes of access to the Premises that are agreed in writing with NMME. Upon vacating and completing your use of the Premises, you shall and you shall procure that your Personnel shall ensure that the Premises and the access routes thereto are left in a clear, clean and tidy condition to the satisfaction of NMME.
- 11.7 You shall and you shall procure that your Personnel shall leave the Premises clear, clean and tidy so that the Museum is available for public viewing the following day. All litter and any equipment relating the Event shall be removed immediately following the Event and within the take down period specified in the Event Details.
- 11.8 You shall and you shall procure that your Personnel shall yield up and vacate the Premises forthwith after completion of the Event. The Parties hereby agree that no relationship of Landlord and Tenant is created between them by this Agreement or otherwise.
- 11.9 You shall and you shall procure that your Personnel shall ensure that you and your Personnel are aware of the following restrictions and that they are observed at all times:
 - 11.9.1 Smoking, naked flames, candles, candelabra and dry ice are not permitted in the Premises.

- 11.9.2 Red wine, berries and other staining foods and drinks may only be served to guests who are seated for meals.
- 11.9.3 Confetti (including dried and fresh loose flower petals), balloons and sparklers are not permitted within the Premises or the Museum's grounds.
- 11.9.4 No photographs may be taken of Museum objects.
- 11.9.5 Except for assistance animals which will be admitted, no live animals including fish, may be admitted in connection with the use of the Premises.
- 11.9.6 All free-standing equipment such as musical instruments and photographic tripods should have rubber-tipped feet, and should be of sturdy construction to withstand being knocked over. Their use and position should be agreed in advance with the Events Department.
- 11.9.7 No fittings, contents, equipment or exhibition furniture in the Museum may be moved or otherwise altered, unless by prior arrangement with the Events Department.
- 11.9.9 Tables, chairs and other furniture shall be kept a distance of 1 metre from the walls of the Premises.
- 11.9.10 Accidents or injuries or any damage to the Premises shall be reported immediately to the Events Manager, so that appropriate action can be taken to minimise permanent damage.
- 11.9.11 Where the Museum has equipment plugged into sockets, it shall not be removed or altered, even momentarily.
- 11.9.12 All arrangements for music and entertainment shall be agreed in writing with the Events Department at least ten (10) Days prior to the Event .
- 11.9.13 All light exposure of any exhibits shall be kept to a minimum.
- 11.9.14 The exact location of any equipment adjacent to exhibits or the interior or exterior fabric of the Premises shall be agreed in writing with the Events Department.
- 11.9.15 Radios and other music are not permitted during set up and take down periods except for sound testing, which shall be carried out at a time agreed by the Events Department.
- 11.9.16 Furniture and all other equipment shall be **carried** up the stairs and across floors, not rolled or dragged.
- 11.9.17 Chairs may only be carried in stacks of six (6) into the Queen's House, four (4) into the Royal Observatory and Peter Harrison Planetarium and ten (10) into the National Maritime Museum buildings.

- 11.9.18 Museum lifts may not under any circumstances be used to carry furniture or any other equipment.
- 11.9.19 Floors and trestle tables in all food preparation and bar areas shall be fully covered with appropriate protective material.
- 11.9.20 All equipment shall be kept a distance of one (1) metre from the walls of the Premises. Scaffolding and other equipment shall not be attached to or touch the fabric of the Premises. All scaffolding in or near the Premises should have rubber end protectors.
- 11.9.21 Electric cables shall be kept to the edge of Premises whenever possible and low tack tape shall be used on all floors to secure them.
- 11.10 You shall and you shall procure that your Personnel shall ensure that all equipment brought by you or any of your Personnel and used on the Premises is safe in good repair and working order. In particular all portable electrical equipment shall meet the current UK electrical standards and be regularly tested before leaving your agents' site in accordance with the Health and Safety and Institute of Electrical Engineers guidelines. Additionally, NMME requires that all electrical equipment is checked for valid portable appliance certification by the Museum's electricians at least five (5) Days prior to the Event Date.
- 11.11 You shall and you shall procure that your Personnel shall make available if requested by NMME relevant and up to date PAT certificates for all electrical equipment brought on to the Premises.
- 11.12 Your or any of your Personnel's power requirements shall be discussed and agreed in writing with the Events Department at least ten (10) Days prior to the Event Date. Relevant and up to date PAT certificates shall be made available if requested by NMME for all electrical equipment brought into the Premises.
- 11.13 You shall and you shall procure that your Personnel shall notify NMME in writing of any proposal to provide amplified music outdoors at least twenty (20) Days prior to the date of the Event. No such amplified music outdoors shall take place without the prior written consent of NMME. If such written consent is obtained you shall and you shall procure that your Personnel shall comply with any recommendations made by the London Borough of Greenwich's Noise Team and ensure that noise from live or recorded music after 22.30 hours shall be inaudible one (1) metre from the façade of the nearest noise sensitive residential premises.
- 11.14 The Events Manager is entitled to require sound levels to be turned down to an appropriate level. You shall and you shall procure that your Personnel shall comply with any such request which is in the sole discretion of the Events Manager. If you or any of your Personnel do not comply with such request the Events Manager is entitled to turn the music off.
- 11.15 In relation to any firework display you shall and you shall procure that your Personnel shall:

- 11.15.1 not provide, undertake or arrange any firework display without the prior written approval of NMME and subject to obtaining such approval such firework display shall end by 22.00 hours.
- 11.15.2 ensure that you shall and you shall procure that your Personnel shall return to the Premises the day after the firework display for a full site inspection and that all firework debris is collected and disposed of off site at your cost at that time.
- 11.16 All refreshments shall stop 30 minutes before and music 15 minutes before the time agreed for guests to leave. All guests shall have vacated the Premises by the agreed time. You will be charged and agree to pay for any additional time. When leaving the Premises, you shall ensure that you shall and you shall procure that your Personnel shall leave quickly and quietly.
- 11.17 You shall not and you shall procure that your Personnel shall not smoke inside the Premises at any time or consume illegal substances on the Premises or be under the influence of alcohol or illegal substances consumed elsewhere.
- 11.18 NMME reserves the right to require immediate removal from the Premises and replacement of you or any of your Personnel where NMME determines there has been a breach of clause 11.16 or you or any of your Personnel engage in any behaviour not compatible with NMME's or the Museum's standards and you shall and you shall procure that your Personnel shall ensure that such person is immediately removed from the Premises.
- 11.19 You shall not and you shall procure that your Personnel shall not, and shall not attempt to, store anything at the Premises.
- 11.20 You shall and you shall procure that your Personnel shall forthwith remove any object brought onto the Premises for which prior written approval has not been given by the Events Department or which is considered by NMME in its sole discretion to represent a risk to the Museum's buildings, contents, visitors or personnel or to be inappropriate in any way to the character or integrity of the Museum.
- 11.21 You shall and you shall procure that your Personnel shall give due regard in all activities and dealings in respect of the Event to the historical and sensitive nature of the Museum and its contents.
- 11.22 You shall not and you shall procure that your Personnel shall not in any circumstances have a lien on any of the Museum's property and shall take all steps necessary to ensure that the title of the Museum and the exclusion of any lien are brought to the attention of any third party dealing with any Museum property. Museum property shall not be removed from the Premises except with the prior written permission of NMME.
- 11.23 You shall under no circumstances and you shall procure that your Personnel shall under no circumstances use the Museum's lifts unless the Events Department grants permission. Should you or any of your Personnel fail to comply with this clause, NMME reserves the right to charge you a fee of £450 plus VAT.

- 11.24 You shall not and you shall procure that your Personnel shall not attempt to deliver goods or equipment to the Museum and shall not bring equipment or goods through the public areas until the Museum has closed to the public or until such designated time as may be agreed between the Parties from time to time.
- 11.25 You shall and you shall procure that your Personnel shall comply with standard operating procedures set down by the Museum for the medical care and assistance required in emergencies for employees and guests.
- 11.26 A member of the Museum cleaning staff will normally be on duty throughout an Event to deal with any emergencies. You shall and you shall procure that your Personnel shall ask Museum staff to contact the Museum cleaner in the event of a major spillage. Minor spillages shall be dealt with as soon as possible, with water and cloth or mop. Under no circumstances should abrasive cleaning products be used.

12.0 Event Organisers and Suppliers

- 12.1 You will not employ an Events Agency or an Events Production Company to manage the Event on your behalf without the prior written approval of NMME. Where such Events Agency or Events Production Company is not approved in writing by NMME NMME reserve the right to refuse or cancel the Event in accordance with clause 6.3.
- 12.2 You shall supply confirmation in writing of all named responsible representatives associated with the Event (your Event organiser and designated suppliers) no later than ten (10) Days prior to the Event Date.
- 12.3 Your named responsible representatives shall be on site at all times during set up, running and take down of the Event and shall not leave the Premises until the Premises are completely clear of all litter, equipment and personnel. Your representative shall have your authority to ensure compliance with this Agreement and with the conditions set out in the attached Suppliers' Appendix.
- 12.4 You agree to use only accredited suppliers for catering, lighting, production including staging and dance floors and floristry a list of whom are to be found on the website www.nmm.ac.uk/hospitality.
- 12.5 NMME requests but without imposing any legal obligation that you use a supplier for music and entertainment, transport, fireworks, marquees, photography and filming who is on the list of recommended suppliers which is to be found on the website www.nmm.ac.uk/hospitality. You shall obtain the prior written approval of NMME to any proposed supplier for these services.
- 12.6 If such a supplier as referred to in clause 12.5 above is approved by NMME who is not on the list of recommended suppliers then NMME reserves the right to charge an additional administration fee of £250 plus VAT.
- 12.7 You should take up any complaints with suppliers direct and NMME does not accept any responsibility for the performance of services by suppliers.
- 12.8 You shall and you shall procure that in so far as the same may apply to them your Personnel shall comply with the conditions set out in the attached Suppliers' Appendix.

13.0 Museum Staff and Services

- 13.1 You shall and you shall procure that your Personnel shall accept and take instructions from the Events Manager and, while Events are in progress, from any member of the Museum staff. Senior members of the Museum's staff on duty will assume full control and responsibility for procedures, including where appropriate evacuation procedures if in their sole discretion they decide that any security matter, including but not limited to bomb, fire or the behaviour of those attending or on the Premises warrants such control and implementation procedure.
- 13.2 The decision of NMME as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Event and as to whether you or any of your Personnel have furnished the information or taken the steps required of you or any of your Personnel shall be final and conclusive.
- 13.3 You shall not and you shall procure that your Personnel shall not impede any persons authorised by NMME or the Museum in the exercise by any persons so authorised of NMME's or the Museum's rights of permission and control of the Premises.
- 13.4 All necessary staff required for the purposes of NMME shall be provided by NMME by agreement between the Parties at no additional cost to you except as set out in clause 13.6 below. No goods or services for your account will be provided or approved by NMME or the Museum without your express consent.
- 13.5 NMME will use its reasonable endeavours to provide changing and washroom facilities and all power and utilities for the operation of the Event.
- 13.6 You will be required to provide and pay for food and refreshments for up to five (5) Museum staff. NMME will confirm staff numbers no later than five (5) Days prior to the Event. Caterers are requested to keep the cost of this meal payable by you to £25.00 per head.
- 13.7 There is no provision for you or any of your Personnel of office facilities or telephones or internet access or access to computer hardware or software including but not limited to access for downloading or printing of data.

14.0 Rights reserved by NMME and the Museum

- 14.1 NMME reserves the right to change the appearance of the Museum premises, e.g. temporary exhibitions. NMME cannot guarantee that at all times the Premises will be free from additional structures (e.g. marquees or scaffolding). NMME will use its reasonable endeavours to provide you with advance warning of any changes to the Premises.
- 14.2 NMME reserves the right to dispose of anything left at the Premises after the Event. NMME accept no liability whatsoever for the loss or damage of any property left on the Premises during and after the Event.
- 14.3 NMME and the Museum reserve the right to limit or halt any activity if it is in any way putting exhibits or the interior or exterior fabric of the Premises at risk.

15.0 Additional Charges

- 15.1 NMME may charge an additional event management fee up to the value of £500 plus VAT if one of its own staff in the Events Department is spending what NMME considers in its sole discretion to be an excessive amount of time concerning your Event. NMME will advise you if such circumstances exist and you are entitled to take on the work yourself rather than incur the additional fee.

16.0 Conduct of Event

- 16.1 You are responsible for the conduct and behaviour of your Personnel at the Event. If the Museum staff consider that the conduct or behaviour of any of your Personnel is unacceptable, the Museum staff may insist on the immediate departure of that person or persons.
- 16.2 If at any time the Museum staff believes that the safety of people on the Museum property is or is about to be jeopardised or put at risk, it may stop, interrupt or cancel the Event. In such circumstances, NMME and the Museum will not be responsible for any loss you or your Personnel may suffer.

17.0 Access and Parking

- 17.1 NMME will use its reasonable endeavours to provide parking from 17.00 (16.00 for weddings) to the end of the Event for 80 cars for hirers of the Queen's House and the National Maritime Museum and from 18.00 for 100 cars for hirers of the Royal Observatory. You and your Personnel will pay parking charges at any other time which charges and the extent of such parking will be subject to the prior written approval of the Events Department.
- 17.2 Access for guests to Queen's House and National Maritime Museum is via the Anchor Gate off Park Row and exit normally via the Royal Gate off Romney Road and via the Blackheath Gate of Greenwich Royal Park off Charlton Way for hirers of the Royal Observatory and Peter Harrison Planetarium.
- 17.3 For Events at the Royal Observatory and Peter Harrison Planetarium, you shall organise vehicular transport in advance as your Personnel are not permitted to enter or exit Greenwich Royal Park via the Blackheath Gate after dusk on foot.

18.0 Fire and Emergency Procedure

- 18.1 Smoking and naked flames are not permitted in the Premises
- 18.2 If the fire alarm is activated at any time the whole of the Premises will be evacuated. You and your Personnel will be guided to the nearest exit by Museum staff. Re-entrance will not be permitted until the Fire Brigade and Museum staff are satisfied that there is no further danger of fire. In the event of an emergency you and your Personnel shall comply with all instructions from Museum staff.

19.0 NMME Merchandise

- 19.1 For corporate gift services, please contact the Events Department.

19.2 All NMME merchandise required by you or your Personnel must be ordered from NMME at least twenty (20) Days before the Event.

20 Force Majeure

20.1 Neither Party shall be liable to the other Party by reason of any failure or delay in performing its obligations under the Agreement which is due to Force Majeure, where there is no practicable means available to the Party concerned to avoid such failure or delay

20.2 If either Party becomes aware of any circumstance of Force Majeure which gives rise to any such failure or delay, or which appears likely to do so, that Party shall promptly give notice of the circumstance as soon as practicable after becoming aware of it and shall inform the other Party of the period for which it estimates that the failure or delay will continue.

20.3 For the purposes of this clause 20, "Force Majeure" means any event or occurrence which is outside the control of the Party concerned and which is not attributable to any act or failure to take preventive action by the Party concerned, but shall not include any industrial action occurring within the organisation of you or your Personnel.

20.4 Any failure or delay by you in performing your obligations under this Agreement which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself unable by reason of Force Majeure to perform an obligation to you.

21.0 General

21.1.1 This Agreement contains the entire understanding between the Parties and any variation or addition to or deletion from the provisions of this Agreement shall not be valid unless the same shall have been evidenced in writing and signed by or on behalf of the Parties to this Agreement by a person duly authorised.

21.1.2 Subject to the right of NMME to notify you at any time of any change to any specifications, security or other policies and regulations regarding access to and conduct within the Museum or the Premises this Agreement may not be varied except by an agreement in writing signed by duly authorised representatives of the Parties.

21.2 The failure of either Party to exercise any right, power, privilege or remedy provided under this Agreement shall not operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at law or in equity.

21.3 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable the provision shall, to the extent required to render the remainder lawful and enforceable, be severed from this Agreement and rendered

ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way or to any permissible extent otherwise affect any other circumstance of or the validity or enforcement of this Agreement'

- 21.4 This Agreement is governed by and shall be construed in accordance with the laws of England. Each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.
- 21.5 You may not assign, sub-contract or transfer this Agreement or any of your rights or obligations without the prior written consent of NMME.
- 21.6 If you are executing this Agreement on behalf of another party, you represent and warrant that you have been fully empowered by such party to execute this Agreement and that all necessary action to authorise execution of this Agreement has been taken.
- 21.7 Nothing in this Agreement is intended to nor shall create any partnership or joint venture
- 21.8 Except as provided in clause 21.9 a person who is not a Party (including but not limited to any employee, officer, agent, representative or sub-contractor of either you or a supplier) may not rely upon or enforce any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 21.9 The provisions of clauses 4, 7, 9, 10, 11, 12, 13, 14, 15, 17 and 20 are made for the benefit of the Museum as well as NMME and, accordingly, the Museum may in its own right enforce those provisions in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 21.10 For the purpose of the Contracts (Rights of Third Parties) Act 1999 and without prejudice to any legal obligation of either Party to any other person or entity, the Parties shall be entitled to vary or rescind any part of the Agreement without the consent of any person or entity.

SUPPLIERS' APPENDIX

22.0 Responsibility for Sub-contractors

- 22.1 Suppliers will be responsible for all equipment delivered to the Premises by their sub-contractors on their behalf. In addition Suppliers will be responsible for ensuring that sub-contractors are aware of and abide by the restrictions set out in this Agreement.

23.0 Site access and parking

- 23.1 The Supplier will supply a schedule at least two (2) Days prior to the Event detailing size and registration numbers of vehicles and staff details.
- 23.2 The Supplier shall at least five (5) Days prior to the Event obtain written approval from the Events Department of access times for set up at the Premises.
- 23.3 The Supplier shall ensure that all its staff members are aware of the following instructions and that they are observed at all times:
- 23.3.1 Suppliers' vehicles shall be unloaded as quickly as possible in areas agreed with the Events Department prior to each Event. Suppliers' vehicles shall be parked only in those areas designated by the Events Department.
- 23.3.2 Suppliers shall access and exit the Royal Observatory via the Blackheath Gate of Greenwich Royal Park off Charlton Way.
- 23.3.3 For Events at the Royal Observatory entering and exiting Greenwich Royal Park via the Blackheath Gate after dusk is not permissible by foot. Vehicular transport shall be organised in advance by Suppliers for their personnel.
- 23.3.4 For Events at the Royal Observatory, Suppliers' vehicles shall not go beyond the yellow marker in the Courtyard of Flamsteed House.
- 23.3.5 Access to Queen's House and National Maritime Museum is via the Anchor Gate off Park Row and exit via the Royal Gate off Romney Road.
- 23.3.6 Suppliers shall adhere to the 5 mph speed limit within the vicinity of the Premises at all times. Hazard lights shall also be switched on and pedestrians given the right of way. Suppliers shall not drive on the grass or verges or on the York Stone paving directly in front of the Queen's House. Suppliers' radios/tape and CD players shall be switched off on entry to the property of NMME.

24.0 Premises access

- 24.1 Suppliers' personnel should report to the reception area agreed with the Events Department prior to the Event and will be asked to sign in and wear a security badge.
- 24.2 Suppliers shall follow instructions from the Events Manager with regard to which entrances to the Premises are used for equipment and furniture delivery and collection.

25.0 Licences

- 25.1 When operating a cash bar, the Supplier will be required to operate within the Museum's Premises Licence and in compliance with the Licensing Act 2003. The Supplier shall provide one month's notice in writing to the Events Department of a Hirer's request for a cash bar on Museum Premises. The location of and timings for the cash bar shall be discussed and cleared with the Events Department at least 14 days prior to the Event.
- 25.2 Suppliers' food and drink may only be consumed in areas agreed by the Events Department.