

TERMS AND CONDITIONS

The Hire Fee does not include payment in respect of catering services, food or drink at the Event, which shall be invoiced separately.

1. GRANT OF LICENCE AND PAYMENT

- a. In consideration of the fees charged, the BFI grants to the Customer the right and licence to enter upon and use its spaces for the purpose only of the Event as agreed in advance.
- b. The Hire Fee shall be payable in full on signature of this Booking Agreement within 14 days of receipt of a valid BFI invoice.
- c. Any other sums payable shall be paid by the Customer within 14 days of receipt of an invoice from the BFI.
- d. Cheques are to be made payable to the British Film Institute. All payments made to the BFI must be in pounds sterling. All cheques must be received by the BFI five working days prior to the due date for payment to allow funds clearance. Credit Card charging details must be confirmed in writing to the BFI by the Customer.
- e. The Cinema may, without prejudice to its other rights, charge interest on overdue accounts at a rate of 2% per month calculated from the date of the event.

2. CANCELLATION

- a. The BFI reserves the right to cancel the Booking and terminate any agreements by notice in writing without prejudice to its other remedies if:
 - (i) Customer fails to perform any of its obligations herein;
 - (ii) the Cinema or any part of it is closed due to fire, employee dispute, alterations, decorations or by order of any public authority;
 - (iii) the Customer becomes insolvent or enters into liquidation or receivership or is subject to any similar process;
- b. If this agreement is terminated or cancelled by:
 - (i) the Customer by notice in writing to the BFI at any time prior to the date of the Event; or
 - (ii) by the BFI in accordance with (a)(i) or (a)(iii) above, the Customer will pay to the BFI the following amounts:
 - (i) 50% of the Hire Fee if the termination or cancellation takes place at anytime up to 45 days before the date of the Event; 75% of the Hire Fee if the same takes place 30 – 44 days before the Event and 100% of the Hire Fee if it takes place less than 30 days before the date of the Event.
 - (ii) Any additional costs incurred by the BFI at the Customer's request in respect of the Event including (but without prejudice to the generality of the foregoing) any such costs in respect of audio visual equipment, staff booked for the Event, food, printing, any floral decoration and any photographer(s).
 - c. If the Agreement is terminated pursuant to 3(a) (ii), the BFI shall refund the amounts already paid by Customer but have no further liability to the Customer.

3. LIABILITY

- a. The BFI shall have no liability to the Customer or any third party in the event that it is prevented from carrying out its obligations hereunder by circumstances beyond its reasonable control including (without prejudice to the generality of the foregoing) government intervention, strikes, labour disputes, accidents, Acts of God, national or local disasters, terrorist activity or war. In such an event the BFI will refund the amounts already paid by the Customer to the BFI but will have no further liability to it.
- b. (i) The BFI does not accept liability for loss of, or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by the Customer or its guests, or any third party attending at an Event, or hired by the BFI on the Customer's behalf, however such loss or damage may occur unless

as the sole and direct result of the BFI's negligence, in which case the BFI's liability is limited to a maximum of £50 per item or a total of £1, 000 whichever shall be the greater.

- (ii) The BFI acknowledges that any such objects, equipment, furniture, stock or other property of any sort will remain under the control and care of the Customer and that the Customer is in the best position to insure such property and accordingly it is reasonable for the BFI to exclude liability for such property to the extent excluded hereby.
- c. Nothing in this clause affects the BFI's liability for personal injury or death suffered by the Customer as a result of the BFI's negligence.

4. PUNCTUALITY

- a. The Customer agrees to commence the Event promptly at the time agreed with the BFI and to procure that those persons present at the Event leave the Cinema at the time agreed between the Customer and the BFI.
- b. The Customer agrees to ensure that the Cinema is cleared of all materials and equipment brought to it (other than by the BFI) for the Event by the time of the termination of the Event (or such other period as may be agreed in writing) and in default a further charge will be paid by the Customer to the BFI for the excess period proportionate to the Hire Fee.

5. SUPPLY OF ADDITIONAL GOODS OR SERVICES

The Customer agrees to pay the BFI's charges for any goods and services provided by the BFI at the request of the Customer or any person purporting to act on behalf of the Customer and having ostensible authority to do so other than those the subject of other provisions of this contract. The Customer agrees to use one of the approved list of caterers for the Cinema unless otherwise agreed by the BFI.

6. DAMAGE TO CINEMA PROPERTY AND PERSONS

- a. The Customer will take every precaution not to damage nor injure any person or any property of the BFI. The Customer shall satisfy all claims founded on any such damage or injury, whether such claims are made by the BFI or by a third party against the BFI or the Customer.
- b. Detailed plans of any proposed decorations/structures/"dressing" or "branding" which the customer wishes to erect must be forwarded to the BFI for approval at least 21 days before the Event together with the names of any building and/or lighting contractors who it proposes to engage in connection with such structures or otherwise, and the BFI may in its absolute discretion give or refuse approval of such structures and/or contractors as it thinks fit.
- c. All arrangements in connection with the Event must comply with health, safety, fire and other applicable regulations. The Customer agrees to effect and maintain adequate insurance against any damage to the BFI's property and also for third party risks. If requested by the BFI, the BFI's interest will be endorsed on the relevant policy. The Customer will produce details of such insurance if requested by the BFI.
- d. The Customer agrees to indemnify the BFI from and against all loss and damage and all claims by third parties (including the employees, staff, sub-contractors and guests of the Customer) in connection with the Event. This indemnity will include but is not limited to any damage caused to the cinema screens within BFI Southbank and any subsequent financial loss that the BFI may suffer as a result of being unable to use these cinemas whilst the screen is repaired / out of action. Notwithstanding the foregoing nothing in this condition shall render the Customer liable in respect of any death, injury or damage caused solely by any negligent act or omission of the BFI, its servants or agents.

7. THE BFI'S RIGHT TO EXCLUDE OR EJECT PERSONS

The BFI reserves the right to exclude or eject any persons from an Event or the Cinema who it shall reasonably consider objectionable (including any person engaged by the Customer to provide entertainment or perform any other duties at the Event) and the Customer will be liable for any liability arising thereby.

8. CONDUCT OF EVENT IN AN ORDERLY WAY

- a. In its use of the Cinema, the Customer shall comply with all reasonable requests of the BFI and shall not in any way interfere with the successful running of the Cinema by the BFI.
- b. The Customer will provide full details of the nature and agenda of any events at least 14 days in advance of the Event, the names of the guests if the BFI so requires and other information which the BFI may require.
- c. The Customer will ensure that an Event will not be conducted and that its guests will not behave in any way that will or may constitute a breach of the law or cause annoyance or be an infringement of licences issued in respect of the Cinema or conflict with the BFI's fire certificates. The Customer shall not use any part of the Cinema for any purpose other than the Event, nor shall it sub-hire or use the Cinema in an unlawful way.
- d. All areas within the Cinema are strictly non-smoking.
- e. No food or beverages of any kind may be brought to the Cinema by the Customer or any of the Customer's guests, invitees or any other persons attending the Event unless previously agreed in writing between the BFI and the Customer.
- f. No food and beverage items obtained other than from the BFI's partner Benugo may be consumed on the premises, unless previously agreed with the BFI Events team.
- g. The Customer shall use the Cinema so that it is at all times maintained in a clean, tidy and safe condition. All litter shall be removed by the Customer no later than the end of the Event. If the Customer fails to restore the Cinema to its former condition and to leave it in a clean, tidy and safe condition to the satisfaction of the BFI, the BFI shall be entitled to have such works of reinstatement carried out and recover the cost from the Customer, such cost payable on demand.
- h. The Customer shall ensure that no person:
 - (i) fixes anything to the structure, or any of the contents, or in the grounds of the Cinema without prior written consent of the Authorised Officer; or
 - (ii) marks, soils or damages the structure, contents, or grounds of the Cinema; or
 - (iii) damages or removes any of the exhibits, fittings or other contents of the Cinema; or
 - (iv) touches or tampers with any gas, electrical or water installations at the Cinema without the Authorised Officer's consent.
- i. The Customer shall ensure that all internal and external exits, corridors and fire exit signs are kept clear and free from obstruction and that fire appliances are not removed or tampered with. The Authorised Officer shall have the right to move any person or remove anything obstructing the exits and corridors.
- j. The Customer shall ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations of the Cinema, and that no appliance or apparatus is connected to the Cinema's electrical system without the prior written consent of the Authorised Officer. The Authorised Officer may, at his sole discretion, require that any electrical equipment brought into the Cinema shall not be used and, if he thinks fit, may require such equipment to be checked and/or removed from the Cinema.
- k. The time given by the Authorised Officer at which the Event must finish must be strictly adhered to; all guests must have left the Cinema premises by that time. Bars must stop serving 30 minutes before the time the Event is due to end and any music or other entertainment must stop 20 minutes before the Event is to end.

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l. The BFI shall have the right to remove and discard anything left in the Cinema after the Event has ended. If anything appears to the Authorised Officer to be an article of value he may, if he thinks fit, store such article at the BFI. The BFI accepts no liability for the safe keeping of such stored articles which are stored at the Customer's sole risk.

m. The Customer shall, not later than the end of the Event:

(i) remove from the Cinema anything which has been brought into the Cinema (other than things brought into the Cinema by the BFI) for the purposes of or in connection with the Event;

(ii) bring any damage to the Authorised Officer's attention.

n. If, in the opinion of the Authorised Officer, the Customer has failed to comply with the above requirements

the BFI may, at the Customer's expense, do all that is necessary to comply with the said requirements.

o. The Customer shall comply with any instructions from the Authorised Officer and, while the Event is in progress, from any member of the uniformed visitor services staff. The senior member of the visitors services staff on duty will assume full control and responsibility for procedures, including where appropriate evacuation procedures in the event of his perception that any security matter, including bomb, fire or the behaviour of those attending the Event, warrants such control and implementation of procedure.

p. The Authorised Officer may enter any part of the Cinema at any time during the Event. The Authorised Officer may terminate the Event at any time if he believes that the behaviour of the Customer's or the Customer's guests/caterers is inappropriate or if the Cinema's contents/structure is at any risk of damage.

q. The Customer will ensure that the maximum number of people disclosed in the Planning Schedule is under no circumstances exceeded.

r. Neither the Events nor ticket sales may under any circumstances be advertised to the general public in any media without the prior approval in writing of the Authorised Officer.

9. TECHNICAL SERVICES:

Safe Rigging and De-rigging of Events:

a. The Customer must allow suitable time to rig and de-rig event setups in theatres.

b. Any damage caused to BFI property, equipment, fixtures and fitting must be paid for by the Customer.

The BFI also reserves the right to charge additional fees for loss of revenue or reputation caused by damage.

NFT1 Lighting:

c. There is a fixed lighting rig available for use in NFT1 (see NFT1 specifications document). The Customer is also permitted to install their own lighting equipment making use of available circuits and lighting bar space.

d. All BFI Technical Services lighting equipment is also available for use by the Customer. Low scale changes can be made to the fixed rig provided lighting states are reset and signed off by a BFI Technician at the end of the de-rig.

e. For wholesale changes we recommend that Client brings in their own lighting technicians, and if the fixed lighting set up is left altered in any way at the end of the hire Technical Services will recharge to the Customer a resetting and making safe fee equivalent to two Lighting Contractors for one day (£600).

f. BFI Technical Services can provide a lighting list and plot on request.

Installing External Equipment in Projection Rooms:

g. The Customer is permitted to bring and install their own AV equipment.

h. BFI Technicians will not operate external equipment. It's the responsibility of the customer to manage and operate their equipment.

i. A recce must take place before any installation of equipment. The Customer must inform the BFI of the type of equipment to be installed and the number of contractors to be accommodated, and provide a plan for the accommodation of contractors and equipment. All plans to be agreed by a representative of BFI Technical Services in writing.

j. The cost of repairing any damage caused by patching external equipment to Technical Services equipment to be covered in full by the Customer.

k. Any equipment installed in in Technical Services areas must be kept a safe distance away from BFI film projection equipment.

l. There is to be no eating of plated meals in any Technical areas, all drinks must be in lidded containers.

m. The Customer must appoint a designated supervisor of all external crew, responsible for safe use of all Technical Services areas including responsibility for ensuring safe evacuation in the event of a fire and leaving the Technical areas in a clean and tidy state upon completion of the event.

Rigging near NFT projection screens:

n. The cinema screens are vital elements of the daily operation of BFI Southbank, before rigging any staging near the screens, the customer must ensure that they are fully protected from damage. Sign off is required by the BFI Technical team.

o. The Customer agrees to indemnify the BFI from and against all loss and damage and all claims by third parties (including the employees, staff, sub-contractors and guests of the Customer) in connection with the Event.

p. This indemnity will include but is not limited to any damage caused to the cinema screens within BFI Southbank and any subsequent financial loss that the BFI may suffer as a result of being unable to use these cinemas whilst the screen is repaired / out of action.

q. Notwithstanding the foregoing nothing in this condition shall render the Customer liable in respect of any death, injury or damage caused solely by any negligent act or omission of the BFI, its servants or agents.

r. Please refer to section 7 (Damage to cinema property) of the hire agreement for additional terms and conditions.

Screening materials:

s. BFI Technical Services requires all screening material; video, audio, slideshow presentations etc. to be delivered to Technical Services in a timely manner and to be rehearsed on screen with a representative of the Customer in attendance.

t. BFI Technical Services cannot be held responsible for any screening errors or issues present in material that has not been rehearsed prior to the staging of the event.

u. Any unusual formats or staging should be discussed and agreed with Technical Services before any contract is signed. A non-exhaustive list of these formats can be obtained from BFI Events or BFI Technical Services

v. The BFI can supply a checklist of common PowerPoint and Keynote issues and how to avoid them in advance.

Technical Staffing:

w. Technicians at BFI Southbank work a strict rota pattern; it might not be possible for Technicians who attend rehearsal to work the event. It is possible to plan rehearsals around the rota, please contact the Technical Services coordinator through your Events Coordinator. If the same Technician is unavailable then a full and comprehensive handover will always take place.

x. The customer should always schedule breaks for Technicians within the running order for the day's event.

10. USE OF THE BFI's NAME

The Customer will not use the name "BFI", "British Film Institute", "BFI London IMAX Cinema" or "BFI Bar & Kitchen" in any of its advertising or publicity for the Event (other than describing the location of the Event) without the prior written approval of the BFI.