

## TERMS AND CONDITIONS

### 1 DEFINITIONS AND INTERPRETATION

In these Terms and Conditions:

- 1.1 **Agreement** means the Venue Hire Agreement entered into between the Hirer and NAMTL, consisting of these Terms and Conditions, Venue Hire Booking Form and the Order Agreement;
- 1.2 **Business Day** means a day, other than a Saturday or a Sunday, on which banks are open for business in London;
- 1.3 **Event** means the event to be held on the Premises by the Hirer, as set out in the Agreement;
- 1.4 **Event Date** means the date of the Event relating to this Agreement;
- 1.5 **Event Overrun Fee** means the agreed fee payable by the Hirer to NAMTL if the Event exceeds the time frames specified in Clause 11.4;
- 1.6 **Event Supervisor** means the representative(s) of NAMTL in attendance on the Premises during the Hire Period;
- 1.7 **Event Supplier** means an external event supplier named in NAMTL's Approved Supplier list;
- 1.8 **Hire Fee** means the total sum payable by the Hirer to NAMTL in connection with the Event as set out in Order Agreement, which will form part of this Agreement;
- 1.9 **Hire Period** means the period of time booked for the Event, including set-up and derig times, as set out in the Venue Hire Booking Form;
- 1.10 **Hirer Contact** means the person designated as the contact person for the Hirer whose details are provided on the Venue Hire Booking Form;
- 1.11 **Museum** means the National Army Museum;
- 1.12 **Parties** mean NAMTL and the Hirer;
- 1.13 **Premises** means the event space(s) at the Museum where the Event is to be held, as requested by the Hirer on the Order Agreement;
- 1.14 **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.

### 2 GRANT OF RIGHTS

- 2.1 In consideration for the payment of the Hire Fee and compliance by the Hirer with the obligations set out in this Agreement, NAMTL agrees to:

- 2.1.1 hire the Premises to the Hirer for the Hire Period for the sole purpose of staging its Event;
- 2.1.2 give access to the Premises to the Hirer free from obstructions (subject to the provisions of clause 13.1) and in good condition on the commencement of the Hire Period;
- 2.1.3 liaise with the Hirer (via the Event Supervisor) in respect of the Premises;
- 2.1.4 provide relevant information as reasonably requested by the Hirer in connection with the Premises and the Museum; and
- 2.2 The grant of the licence in clause 2.1 above shall be and remain conditional upon:
  - 2.2.1 receipt by NAMTL of the completed Venue Hire Booking Form confirming details of the Event;
  - 2.2.2 receipt in full and cleared funds by NAMTL of all the Hire Fee instalments within the timeframes outlined in clause 5 of this Agreement;
  - 2.2.3 the Hirer fully and fairly representing the nature of the Event it is hosting and the purpose for which the Premises are sought;
  - 2.2.4 the Hirer complying with the provisions of Schedule 1 of this Agreement;
  - 2.2.5 prompt receipt by NAMTL of all the information required by NAMTL under this Agreement; and
  - 2.2.6 the Hirer obtaining suitable insurance for the Event in accordance with clause 7.

### 3 **EVENT PARTICULARS**

- 3.1 The Hirer shall be responsible for organising all forms of entertainment taking place at the Event, provided that all such entertainment shall require NAMTL's prior written approval.
- 3.2 The Hirer must provide full and accurate particulars of the proposed Event to NAMTL on the Venue Hire Booking Form or otherwise in writing, including full details of any speakers or performers intended to be involved in the Event not less than one (1) month prior to the Event.
- 3.3 If the information required in Clause 3.2 above is not forthcoming, or if NAMTL (in its absolute discretion) decides that the matters for discussion at, or any other element of the intended content of (or entertainment in relation to), the Event are, or are likely to be, in any way obscene, sexist, homophobic, racist, offensive, controversial or inflammatory in any way or in breach of or contrary to NAMTL's policies, values or ethos, NAMTL reserves the right to refuse to approve the booking or cancel the Event.
- 3.4 Any misrepresentation by the Hirer may result in cancellation of the Event by NAMTL and in such circumstances all payments made by the Hirer shall be forfeited and

NAMTL will not be responsible for any loss the Hirer or its personnel and guests may suffer.

- 3.5 It is the responsibility of the Hirer to obtain all necessary licences, permissions and permits in respect of any copyright material used by the Hirer in connection with the Event (save as relates to exhibits of the Museum) including but not limited to copyright licences for playing music or films.

#### **4 CAPACITY**

- 4.1 The number of persons attending an Event must not (without the prior consent of NAMTL) exceed the number specified by the Hirer in the Venue Hire Booking Form and agreed by NAMTL.
- 4.2 The number of persons attending an Event must not in any circumstances exceed the Premises' capacity, as specified by NAMTL on its website.

#### **5 EVENT CONFIRMATION AND PAYMENT OF HIRE FEE**

- 5.1 Within ten (10) Business Days of receipt by NAMTL of a signed and dated copy of this Venue Hire Agreement together with the Venue Hire Booking Form, NAMTL will either refuse the booking in writing, or by returning to the Hirer a countersigned copy of these Terms and Conditions, accept the booking for the Event.
- 5.2 If the booking is accepted, NAMTL shall issue an Order Agreement confirming the Hire Fee to be paid by the Hirer together with an invoice for the deposit.
- 5.3 The Hirer will pay the balance of the Hire Fee as described in the table below:

<b>DUE DATES</b>	<b>PAYMENT REQUIRED</b>
On contract signature	Deposit of 20% of the Hire Fee
No later than two (2) months prior to Event Date	The Remainder of the Hire Fee
If the Event is booked less than two (2) months in advance, on contract signature	The Hirer shall pay the total Hire Fee as a deposit

- 5.4 All sums payable by the Hirer under this Agreement:

- 5.4.1 are exclusive of VAT (or similar tax, including relevant local sales taxes) for which the Hirer shall be responsible and which, for the avoidance of doubt, shall be paid by the Hirer in addition to (and at the same time as) the Hire Fee (and/or other sums, as appropriate); and
- 5.4.2 shall be paid gross and free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any

deduction or withholding is required by law the Hirer shall pay to the NAMTL such sum as shall, after the deduction or withholding has been made, leave the NAMTL with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

- 5.5 All payments shall be made in GB Pounds Sterling, within thirty (30) days of receipt of invoice. Payments may be made by BACS transfer or credit/debit card.
- 5.6 The time for payment of the Hire Fee shall be of the essence in this Agreement.
- 5.7 NAMTL reserves the right to amend or vary the Hire Fee if the Event particulars change after the date of the initial invoice.
- 5.8 If, for any reason, the Hirer fails to pay the Hire Fee or any other amount payable under this Agreement by the date on which such payment is due, NAMTL, at its sole discretion, may:
  - 5.8.1 cancel the booking in addition to any other rights or remedies that it may have under this Agreement; and/or
  - 5.8.2 charge the Hirer interest (both before and after any judgment) on the amount unpaid, at the rate of three per cent (3%) per annum above the Barclays Bank base rate from time to time (or such other bank as NAMTL may from time to time specify), until payment.

## **6 CANCELLATION AND POSTPONEMENT**

- 6.1 NAMTL may cancel any booking and terminate this Agreement on written notice to the Hirer prior to the Event Date (and shall be entitled to retain the Hire Fee and all other monies paid to it under this Agreement) if:
  - 6.1.1 the Hirer becomes insolvent, enters into an arrangement with its creditors or enters into administration, liquidation, bankruptcy or receivership or administrative receivership;
  - 6.1.2 the Hirer fails to pay the Hire Fee when due;
  - 6.1.3 the Hirer (including its personnel, agents, sub-contractors, or guests) breaches a material term of this Agreement and fails to remedy such material term within 7 days of being requested to do so or fails to take such preparatory steps as stated by this Agreement or as otherwise reasonably advised by NAMTL; or
  - 6.1.4 the Premises or any part of it is closed due to circumstances outside its reasonable control. In such event NAMTL will suggest alternative dates but will have no further liability to the Hirer.
- 6.2 If the Hirer wishes to cancel a booking, the Hirer must do so in writing. The following provisions will apply:

- 6.2.1 if the notice of cancellation is received more than four (4) months before the Event Date, NAMTL will refund the Hirer 50% of the deposit;
- 6.2.2 if the cancellation is received less than four (4) months but more than two (2) months before the Event Date, NAMTL will refund the Hirer 25% of the deposit;
- 6.2.3 if the cancellation is less than two (2) months prior to the Event Date the Hirer will forfeit its deposit and will also be liable to pay NAMTL the balance of the Hire Fee (if any); and
- 6.2.4 in any case NAMTL will be entitled to keep such part of the deposit as is not refunded and, in the case of clause 6.2.3, the balance of the Hire Fee and the Hirer shall have no further claim against NAMTL in respect of the cancellation of the Event.

## **7 INSURANCE AND DAMAGE**

- 7.1 The Hirer shall have in force and maintain employer's liability insurance in accordance with any legal requirements for the time being in force, and public liability insurance for such sum of cover as the Hirer deems appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under this Agreement in the sum of not less than TEN MILLION POUNDS (£10,000,000.00).
- 7.2 NAMTL reserves the right to request copies of relevant policies and other evidence of the Hirer's compliance with the obligation in Clause 7.1 above.
- 7.3 The Hirer shall take good care of and not to cause any loss or damage to be done to the Premises or Museum, or to any fittings, equipment or other property on the Premises or Museum, and the Hirer shall make good and pay for any such loss or damage caused by any act, omission or neglect of the Hirer, its personnel, guests or anyone for whom the Hirer is responsible.
- 7.4 NAMTL shall notify the Hirer:
  - 7.4.1 within five (5) days after the Event taking place of any damage by the Hirer or its personnel or guests to the Premises, equipment, contents or fittings; and
  - 7.4.2 within twenty (20) days after the Event the cost of repair of the damage.
- 7.5 Without prejudice to the provisions of Clause 7.4, the Hirer shall indemnify NAMTL against any liability, losses, damage or injury resulting from any act or omission of any of its contractors, personnel, agents or guests or caused by any equipment or property supplied by such persons. The Hirer will indemnify NAMTL against any claims, proceedings or demands brought by a third party arising out of or in connection with the Event (except where such death or personal injury is caused by the negligent act or omission of NAMTL, its employees, agents or contractors).

## **8 MARKETING MATERIALS TICKETING AND PRESS**

- 8.1 All invitations, sample copies of tickets, or other marketing, written or printed material to be issued by the Hirer in connection with the Event, must be sent to NAMTL for written approval prior to print. NAMTL shall use reasonable endeavours to respond to requests within five (5) Business Days.
- 8.2 All 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. The Hirer shall ensure that its personnel will contact NAMTL to discuss all copyright issues.
- 8.3 The Museum logo cannot be used without prior written permission from NAMTL.
- 8.4 The Hirer shall not make or authorise any press release regarding the Hire Period, the Event, the Premises or its guests, without the prior written approval of NAMTL.

## **9 USE OF THE PREMISES**

- 9.1 The Hirer agrees that:
  - 9.1.1 the Premises or any part of the Premises are not to be used for any purpose other than for the express purpose(s) stated in the Agreement;
  - 9.1.2 the Premises or any part of the Premises are not to be used for any unlawful purpose or in any unlawful way and that the Hirer, its agents, officers, or guests will not carry out any immoral activities in any manner and/or involving danger to any persons whatsoever;
  - 9.1.3 no animal is to be brought into the Museum or allowed to enter the Museum or the Premises without express prior written consent from NAMTL;
  - 9.1.4 no smoking is permitted anywhere in the Museum or the Museum grounds other than within the designated external areas;
  - 9.1.5 the Hirer is responsible for all fittings, structures (fixed or mobile), articles, objects, or equipment (of any description) not owned/managed by NAMTL within the Premises during the Hire Period.
  - 9.1.6 Photography of exhibits, including paintings, displays and objects, for the purpose of gain, commercial or other, is not permitted on the Premises or Museum, unless licensed by NAMTL.

## **10 RULES AND REGULATIONS**

- 10.1 The Hirer shall ensure that its personnel and guests will comply with all requirements of NAMTL and the Museum in relation to the use of the Premises and at all times take all reasonable care to ensure the proper and careful use of the Premises and the Museum's property, seeking advice from NAMTL and drawing attention to any element of the Event which may constitute a special risk. If the Hirer or any of its personnel or

guests are in doubt as to what may constitute a special risk, the Hirer shall ensure that its personnel will discuss the Event with, and seek the advice of, NAMTL.

- 10.2 The Hirer shall ensure that its personnel or guests will adhere to all instructions from NAMTL, its staff and personnel.
- 10.3 The Hirer's 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. The Hirer's representative shall have the Hirer's authority to ensure compliance with this Agreement and with the conditions set out in the attached Event Suppliers' Terms and Conditions.
- 10.4 The Hirer will not do, or omit to do, anything that would cause a breach of fire regulations or would reasonably be deemed to cause an increased risk of the occurrence of a fire or otherwise affect the safety of persons on the Premises, in the Museum or in the vicinity of the Premises and/or the Museum.
- 10.5 The Hirer will ensure that all gangways, exits, entrances and corridors are kept free from obstruction and fire exits are clearly visible at all times. The Hirer will further ensure that all seating arrangements arranged by the Hirer do not impede or hinder speedy access and egress from the areas used for the Event in the case of an emergency.
- 10.6 The Hirer must use the Premises and ensure that its personnel and guests use the Premises in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including but not limited to health and safety legislation).
- 10.7 The Hirer shall not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement and/or other provisions, by-laws or regulations applicable to the Museum.
- 10.8 The Hirer will ensure that in so far as the same may apply to them its personnel and guests will comply with the conditions set out in the attached Event Suppliers' Terms and Conditions.
- 10.9 No betting, gaming, gambling, sweepstake, raffle, tombola or other form of lottery is permitted to take place on the Premises without the express written consent of NAMTL.

## **11 ADDITIONAL CHARGES**

- 11.1 NAMTL may charge an additional event management fee up to the value of £500.00 plus VAT if one of its own staff is spending what NAMTL considers, in its sole discretion, to be an excessive amount of time in connection with any Event (whether prior to the Event or at the Event itself). NAMTL may also charge additional fees for the storage of items prior to the Event or for the cost of item disposal if they have not been removed by the Hirer within 48 hours of the Event.
- 11.2 NAMTL will advise the Hirer if such circumstances exist and the Hirer will be entitled to take on the work rather than incur the additional fee.

- 11.3 NAMTL's licence requires the latest service end time and guest departure at 23:00, guests to have fully departed by 23:30. If the Event ends after 22:00, the cost of an extra security guard will be included in the Hire Fee to assist with clearing.
- 11.4 In the event that the Event is still continuing after 23:00 and/or the last guest has not left the Premises on or before 23:30 then an Event Overrun Fee will be payable within 7 (seven) days of presentation of an invoice from NAMTL.

## **12 HIRER'S WARRANTIES, UNDERTAKINGS AND OBLIGATIONS**

### **12.1 The Hirer warrants, undertakes and represents that the Hirer:**

- 12.1.1 has the right to enter into and perform its obligations under this Agreement;
- 12.1.2 will comply and procure the compliance of all guests with this Agreement and ensure that the maximum number of guests on the Premises does not exceed the number stated in Clause 4;
- 12.1.3 will comply with the provisions of Schedule 1 of this Agreement;
- 12.1.4 will not, and will procure that all personnel and guests, act in any way likely to invalidate or affect any insurance policy taken out in respect of the Event, the Premises and/or Museum;
- 12.1.5 will not at any time publish or cause or allow to be published (whether in connection with the Event or otherwise) any comment or material likely to discredit or damage the reputation of NAMTL or the Museum; and
- 12.1.6 will ensure that its personnel will accept and take instructions from the Event Supervisor and, while an Event is in progress, from any member of NAMTL staff. NAMTL 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 terrorism, fire or the behaviour of those attending or on the Premises warrants such control and implementation procedure;
- 12.1.7 is responsible for the conduct and behaviour of its personnel and guests at the Event. If NAMTL staff consider that the conduct or behaviour of any of the Hirer's personnel or guest is unacceptable, NAMTL may insist on the immediate departure of that person or persons.
- 12.1.8 shall observe all limitations as specified by NAMTL's Premises Licence issued by The Royal Borough of Kensington and Chelsea.
- 12.1.9 will prevent all personnel and guests from encroaching on any other premises of NAMTL or on premises or property adjoining the Premises or the Museum.
- 12.1.10 will ensure that its personnel and Event Suppliers will not install or attach to the Premises any item without the prior written approval of NAMTL.



### **13 RIGHTS RESERVED BY NAMTL AND THE MUSEUM**

#### **13.1 NAMTL reserves the right to:**

- 13.1.1 change the appearance of the Museum Premises from time to time. NAMTL cannot guarantee that at all times the Premises will be free from additional structures (e.g. marquees or scaffolding. NAMTL will use reasonable endeavors to provide the Hirer with advance warning of any changes to or temporary structures at the Premises.
- 13.1.2 dispose of anything left at the Premises after the Event. NAMTL accepts no liability whatsoever for the loss or damage of any property left on the Premises during or after the Event.
- 13.1.3 limit or halt any activity if it is in any way putting exhibits or the interior or exterior fabric of the Premises at risk.
- 13.1.4 use any photographs taken on the Premises or Museum for its own promotional purposes. The Hirer shall ensure that any photographer used by the Hirer provides access to and copies of and the right for NAMTL to use any photographs taken in the Museum. NAMTL will request written consent from the Hirer before it publishes any photographs in the public domain.

### **14 LIMITATION OF LIABILITY**

- 14.1 NAMTL will not be liable for the death of, or injury to, any person attending the Event except where such death or injury is due to the negligence of NAMTL, its employees, servants or agents.
- 14.2 NAMTL will not be liable for any damage or consequential loss or other liability incurred by the Hirer either in the exercise of the rights granted by this Agreement or further to the cancellation of the Event.
- 14.3 NAMTL will not be liable for any damage or consequential loss suffered by the Hirer where such damage or consequential loss is caused by breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or any event which is beyond NAMTL's control and which it would be unreasonable to anticipate or mitigate by means of contingency planning or any prudent business means and which may cause the Premises to be temporarily closed or the Hire Period to be interrupted or cancelled.
- 14.4 NAMTL will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left in the Premises (or any part thereof) either by the Hirer for its own purposes or by any other person, or left or deposited with any personnel or employee of NAMTL.
- 14.5 Any complaint which the Hirer may have arising out of any Event must be made in writing within seven (7) days after the expiration of the Hire Period.

14.6 If notwithstanding the foregoing provisions of this clause 14 NAMTL is held liable to the Hirer for any loss or damage arising in connection with the Event, NAMTL's aggregate liability to the Hirer (whether arising from negligence, breach of contract or otherwise) shall be limited to the amount of the Hire Fee that has been paid by the Hirer at such time as the liability arises.

14.7 Nothing in this clause 14 shall serve to exclude NAMTL's liability which cannot as a matter of law be so excluded.

## **15 NO SUB-LICENSING OR ASSIGNMENT**

15.1 Sub-licensing or assignment of the rights of access is not permitted without NAMTL's prior written consent from NAMTL.

## **16 FORCE MAJEURE**

16.1 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.

16.2 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. In the event of Force Majeure affecting the ability of NAMTL to provide the Premises for the purposes of the Event (and cannot provide a reasonably acceptable alternative location at the Museum), either Party shall be entitled to terminate this Agreement on written notice, and NAMTL will immediately refund to the Hirer all deposits and other amounts paid by the Hirer to NAMTL (within 30 days of receipt of notice) unless the Hirer elects in writing, in its absolute discretion, to reschedule the Event, less any amounts which have been paid to third parties in respect of the Event and which are not refundable, subject to the provision of valid receipts in that regard by NAMTL to the Hirer.

16.3 For the purposes of this clause, "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 (including terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, acts of God, flood, drought, earthquake or other natural disaster, extreme weather conditions, volcanic eruption or related ejection of ash or other volcanic materials into the atmosphere, epidemic or pandemic, nuclear, chemical or biological contamination, any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party), collapse of buildings, fire, explosion or accident).

16.4 Any failure or delay by the Hirer in performing its obligations under this Agreement which results from any failure or delay by an agent, sub-contractor or Event 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 the Hirer.

**17 NO LANDLORD AND TENANT RELATIONSHIP**

17.1 Nothing in this Agreement creates or purports to create a relationship of landlord and tenant between NAMTL and the Hirer.

**18 ENTIRE AGREEMENT**

18.1 This Agreement:

18.1.1 constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement; and

18.1.2 supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

**19 VARIATION**

19.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**20 WAIVERS AND REMEDIES**

20.1 Except as otherwise stated in this Agreement, the rights and remedies of each party under this Agreement:

20.1.1 are in addition to and not exclusive of any other rights or remedies under this Agreement or the general law; and

20.1.2 may be waived only in writing and specifically.

20.2 Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that or any other right. Partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement and waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

**21 SEVERANCE**

21.1 If any provision of the Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

21.1.1 the legality, validity or enforceability in that jurisdiction of any other provision of the Agreement or

21.1.2 the legality, validity or enforceability in any other jurisdiction of that or any other provision of the Agreement.

## **22 RIGHTS OF THIRD PARTIES**

- 22.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **23 NO JOINT VENTURE OR PARTNERSHIP**

- 23.1 There should be no suggestion that any event is a joint venture or partnership with NAMTL or the Museum.

## **24 NOTICES**

- 24.1 All notices between the parties with respect to this Agreement shall be in writing and signed by or on behalf of the party giving it. In the case of any notice given by email, the notice shall state that it is given as a notice under this Agreement and an email so marked shall be deemed to be signed for the purposes of this clause.

- 24.2 Any notice referred in clause 24.1, may be given:

24.2.1 by delivering it by hand; or

24.2.2 by first class pre-paid post or Recorded Delivery; or

24.2.3 by email, provided that a copy is also sent by post as provided in clause 24.2.2

to the address of the addressee given at the start of this Agreement or such other address as the addressee may from time to time have notified for the purpose of this clause.

- 24.3 Notices shall be sent:

24.3.1 in the case of notices delivered by hand, post or Recorded Delivery, to the address of the addressee given at the start of this Agreement or such other address as the addressee may from time to time have notified for the purpose of this clause; and

24.3.2 in the case of notices sent by email, to the email address given at the start of this Agreement.

- 24.4 Notices shall be deemed to have been received:

24.4.1 if delivered by hand, on the day of delivery;

24.4.2 if sent by first class pre-paid post Recorded Delivery, two (2) business days after posting, exclusive of the day of posting; or

24.4.3 if sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case they shall be deemed to have been received

on the next business day in the place of receipt (provided that a copy has also been sent by post as set out in clause 24.2.2).

- 24.5 Any notice or communication given under this Agreement shall not be validly given if sent by fax, any form of messaging via social media or text message.

**25 GOVERNING LAW**

- 25.1 This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales.

**26 JURISDICTION**

- 26.1 In relation to any legal action or proceedings (a) arising out of or in connection with this Agreement or its implementation or effect or (b) relating to any non-contractual obligations arising out of or in connection with this Agreement, each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the date first above written.

## **SCHEDULE 1**

### **1 EVENT PROCEDURE**

- 1.1 The Hirer shall provide a full guest list to NAMTL at least two (2) days prior to the Event.
- 1.2 The Hirer shall ensure that its personnel inform NAMTL at least five (5) days before the Event of any VIPs expected to attend the Event.
- 1.3 The Hirer shall confirm the running order for the Event with NAMTL at least ten (10) days prior to the Event Date.
- 1.4 The Hirer shall provide NAML with contact details of 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.
- 1.5 NAMTL's Event Supervisor will identify him or herself to the Hirer at or around the start of the Hire Period.
- 1.6 If at any time NAMTL staff believe that the safety of people in the Premises or Museum is or is about to be jeopardised or put at risk, it may stop, interrupt or cancel the Event. In such circumstances, NAMTL will not be responsible for any loss the Hirer, its personnel or guests may suffer.

### **2 SET UP AND DERIG**

- 2.1 The set-up and derig time required by the Hirer is included in the Hire Period, and the Hirer may not access the Premises for the purpose of setting-up or clearing the Event outside of the Hire Period.
- 2.2 The Hirer shall provide full production plans, including the set-up of any field kitchens, to NAMTL for approval no less than ten (10) days prior to the Event Date.
- 2.3 The Hirer shall ensure that its personnel and Event Suppliers will not install or attach to the Premises any item without the prior written approval of NAMTL.
- 2.4 Hirers should note that the front doors on Royal Hospital Road will close to the public at 17:30. Any preparations for events will not be permitted in the public spaces and galleries before 18:00.
- 2.5 Complaints about the service provided by Event Suppliers should be taken up with them directly. The contract between NAMTL and the Hirer is limited to the hire of the Museum Premises. NAMTL will not accept responsibility for the performance of services outside the hire of the Premises.

### **3 SITE ACCESS, DELIVERIES AND PARKING**

- 3.1 Due to the unique nature of the collection and the Museum as a venue, it is necessary to ensure that any Event Supplier fully respects the delicate nature of the collection. For this reason, the Hirer must choose Event Suppliers from NAMTL's accredited list as available on the NAMTL website from time to time.

- 3.2 The Hirer shall at not less than five (5) days prior to the Event obtain written approval from NAMTL of access times for set-up at the Premises.
- 3.3 The Hirer shall supply a schedule for the set-up and derig not less than two (2) days prior to the Event. This should include the names of both its personnel and Event Suppliers and where appropriate, vehicle make and registration number.
- 3.4 The Hirer shall ensure that all its personnel are aware of the following instructions and that they are observed at all times:
  - 3.4.1 Event Suppliers' vehicles shall be unloaded in areas agreed with NAMTL prior to each Event; and
  - 3.4.2 Event Suppliers' vehicles shall be parked only in agreement with NAMTL and in those areas designated by NAMTL prior to each Event. If parking is not available, Suppliers' vehicles must be parked off site.
- 3.5 NAMTL has a limited number of spaces in the Museum's car park. The Hirer will be required to contact NAMTL regarding the availability of these spaces for any particular Event.
- 3.6 Neither NAMTL, the Museum nor any of its officers, personnel, contractors or agents will accept the delivery of or organise the collection of parcels, boxes, recorded letters, equipment, or any other items on the Hirer's behalf.

#### **4 FIRE ALARM AND EVACUATIONS**

- 4.1 If the fire alarm is activated at any time, the whole Premises will be evacuated. The Hirer and its personnel and guests will be guided to the nearest exit by NAMTL staff.
- 4.2 Re-entrance will not be permitted until the Fire Brigade and NAMTL staff are satisfied that there is no further danger of fire.
- 4.3 In the event of an emergency, the Hirer and its personnel and guests shall comply with all instructions from NAMTL staff.