

PUSHKIN HOUSE Terms and Conditions for Hirers

1. Definitions and interpretation

- 1.1. References to persons include bodies corporate;
- 1.2. Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation (to use reasonable endeavors) not to permit or suffer such an act of thing to be done by another person;
- 1.3. References to 'the building', refer to Pushkin House, 5A Bloomsbury Square, London WC1A 2TA and, save where the context otherwise requires, include the ancillary areas that the Hirer is permitted to use pursuant to Condition 3.

2. Facilities

- 2.1. The Hirer shall be responsible for appointing caterers and for organizing entertainment and other facilities, as agreed with Pushkin House;
- 2.2. The Hirer is responsible for organizing the provision of any equipment required for the functions and which is not available in the Building, as agreed with Pushkin House;
- 2.3. Pushkin House operates via approved caterers and suppliers. Should the hirer wish to use an alternative, the agreement is subject to approval by Pushkin House.

3. User

- 3.1. No part of the Building is to be used for any other purpose other than the purpose of the Hiring;
- 3.2. No part of the Building is to be used for any unlawful purpose or in any unlawful way;
- 3.3. No animal is to be brought into the Building or allowed to enter the Building without the consent of Pushkin House;
- 3.4. Organizing personnel and other personnel employed by the Hirer should not arrive before the time agreed with Pushkin House. Names are to be provided in advance;
- 3.5. Office facilities, including telephones, are not available for use by organizers or Hirers unless by agreement with Pushkin House.

4. Electrical Equipment

- 4.1. No lighting heating power or other electrical fittings or appliances in the Building are to be altered, moved, or in any way interfered without prior consent of Pushkin House;
- 4.2. No additional lighting heating power or other electrical fittings or appliances are to be installed or used without prior consent of Pushkin House.

5. Supervision

- 5.1. The Hirer agrees if the event occurs outside normal opening hours to pay for a designated member of staff from Pushkin House to supervise their event;
- 5.2. The Hirer is to provide Pushkin House with full details of the function arrangements and timings;
- 5.3. The Hirer is to provide such number of competent hosts as in the opinion of Pushkin House is necessary to

ensure the efficient supervision of the area in use, preservation of good order and decency, to ensure that there is no obstacle to access or egress;

- 5.4. The Hirer shall ensure that the guests are requested not to wear sharp heels to functions as these present a safety risk and cause damage to the fabric of the building;
- 5.5. The Hirer must specifically agree with Pushkin House and adhere to instructions with respect to the precise type of entertainment to be provided. Noise emanating from Pushkin House should not be heard outside the Building;
- 5.6. The Hirer will be responsible for keeping proper order and shall also ensure that all persons attending the event shall behave in a seemly manner and comply with any instructions they may receive from a Pushkin House designated staff member. In the event of a guest's behavior being potentially harmful to the building or the staff, Pushkin House reserves the right to insist on the immediate departure of the individual concerned. The Pushkin House designated staff member has the right to refuse entry of any individual.

6. Decoration and Advertising

- 6.1. No bolts, nails, tacks, screws, bits, pins, or other like objects are to be driven into any part of the building nor is any adhesive to be attached to it;
- 6.2. No placards, posters or other articles are to be fixed to any part of the building, without the consent of the Director of Pushkin House;
- 6.3. No confetti, rice or other material may be thrown either inside or outside the Building;
- 6.4. Lit candles are not permitted in any circumstances inside the building.

7. Maximum number to be admitted

- 7.1. The maximum number of persons to be admitted to a function is not to exceed the Building's stated capacity limits nor the number shown on the Hire Agreement. Organizing personnel are to be included in the number of guests. Stated Capacity is limited up to 70 persons on any floor of the Building;
- 7.2. Confirmation of final numbers must be given to Pushkin House no less than 5 working days before the event.

8. Statutory Requirements

- 8.1. The Hirer must comply with all conditions and regulations made in respect of the Building by base rate of Barclays Bank plc on all overdue amounts;

9. Copyright works

- 9.1. In the use of the Building the Hirer is not to infringe any copyright or allow any copyright to be infringed;
- 9.2. Before contracting with a supplier, the Hirer must supply to Pushkin House for approval (if so required) a

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copy of the program of any entertainment to be given at the function.

10. Broadcasting and filming

- 10.1. The Hirer is not to grant broadcasting or filming rights without the prior consent of the Pushkin House but cameras may be brought into and used inside the Building for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

11. Gambling

- 11.1. No sweepstake, raffle, tombola, or other form of lottery is to be permitted to take place in the Building.

12. Smoking and Dancing

- 12.1. Smoking is not permitted anywhere in the Building. Dancing is not permitted anywhere in the Building.

13. Licensing retail of alcohol and public entertainment

- 13.1. The premises are licensed for the sale of liquor and for public entertainment according to and within the restrictions of Premises License Number **PREM-LIC\2942** issued by the London Borough of Camden Licensing Authority, a copy of this license is available at all times.

14. Payment of Room Hire Fees

- 14.1. Verbal confirmation by Pushkin House will provisionally reserve the Hirer's requested date(s) for a period of up to 21 days, until written confirmation of a booking is received;
- 14.2. The Room Hire Fee must be paid according to the schedule:
- 14.2.1. 50% non-refundable deposit on the date of the agreement;
- 14.2.2. The balance 14 days prior to the event. Should this balance not be received, Pushkin House may treat the booking as being cancelled by the Hirer. Pushkin House reserves the right to retain any payments previously made by the Hirer in relation to this specific function.
- 14.3. Pushkin House reserves the right to refuse admittance to any client, contractor or guests to an event where the deposit/balance of the room hire fee has not been paid in full.
- 14.4. Any payment request or invoices issued by Pushkin House will be payable within 14 days of receipt. All payment requests and invoices must be paid in full without any set off whatsoever;
- 14.5. Pushkin House reserves the right to charge interest at the rate of 2.5% per month above these conditions.

15. Expiration of Period of Hiring

- 15.1. At the expiration of the Period of Hiring (the time agreed on the Hire Agreement must be strictly adhered to and all guests must have left the premises

by that time), the Hirer is to leave the building in a clean and orderly state, free of litter;

- 15.2. If the premises are not vacated by the end of the hiring period, a penalty charge will be made equal to one hour hire fee.
- 15.3. All refreshments and any music must stop 30 minutes before the time agreed for guests to leave;
- 15.4. The Hirer is not permitted to use the Building after 22:00;
- 15.5. The Hirer is to remove all equipment previously brought in by or on behalf of the Hirer on the specified date of hire, unless otherwise agreed with Pushkin House.
- 15.6. The Hirer is requested to dispose of all rubbish generated from their event (including catering waste should an outside caterer be employed). Any rubbish left behind that necessitates extra cleaning/clearing up will incur an extra charge.
- 15.7. The Hirer is requested to clear and pack away anything belonging to Pushkin House and to return furniture to its original location.
- 15.8. Unreasonable amounts of clearing up after a function shall incur a charge based upon equipment and labor costs. The minimum charge for such cleaning up will be £100. Vomiting, confetti and "Green String" clearance will always incur such a charge.

16. Agreement personal to Hirer

- 16.1. The benefit of the Agreement is personal to the Hirer and not transferable or capable of being sub-hired.

17. Damage to Pushkin House property

- 17.1. The Hirer is to take good care and not cause any damage to be done to the Building or to any fittings equipment or other property in the building and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible;
- 17.2. The Hirer agrees to sign an inventory checklist upon arrival on the date of hire.

18. Injury to persons and loss of property

- 18.1. Pushkin House will not be responsible for the death of or injury to any person attending the building for the function the subject of the hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of Pushkin House.
- 18.2. Pushkin House will not under any circumstances accept responsibility or liability in respect of any damage or loss of any goods articles or property of any kind brought into or left at the Building either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of Pushkin House.

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18.3. The Hirer will be required to demonstrate that adequate public liability cover in respect of any claims arising from death or personal injury, or resulting from the negligence of the Hirer, its employees, agents or sub-contractors is in place.

18.4. The Hirer will indemnify Pushkin House e against all such liabilities as are mentioned in the Condition.

19. Further exclusions of liability

19.1. Pushkin House will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Building to be temporarily closed or the hiring to be interrupted or cancelled.

20. Right of Entry

20.1. Pushkin House reserves the right for duly authorized members or officers or employees of Pushkin House to enter the building at any time for any authorized purpose.

21. Cancellation by Pushkin House

21.1. Pushkin House may cancel the booking if:

21.1.1. The Building or any part of it is closed due to circumstances outside its control;

21.1.2. The Hirer becomes insolvent or enters into liquidation, bankruptcy or receivership;

21.1.3. The Hirer is more than 28 days in arrears with any payment to any part of the Pushkin House;

21.1.4. To avoid breach of these conditions or;

21.1.5. If it might prejudice the reputation of Pushkin House;

21.2. In such event Pushkin House will refund any advance payment made but have no further liability to the Hirer.

22. Cancellation by the Hirer

22.1. If the Hirer cancels the reservation less than (and including) 3 months in advance it will pay to Pushkin House the following sums and any other costs incurred on the Hirer's behalf:

22.1.1. For the Music and Function Room and the Gallery Room:

22.1.1.1. Between 3 and 1 month (inclusive) in advance 50% (in the form of the retained deposit) of the hire price the Fire Authority.

22.1.2. For the Music and Function Room and the Gallery Room:

22.1.2.1. Less than 1 month in advance 100% of the hire price (including deposit).

22.1.3. For the Meeting Room (203) and the Library:

22.1.3.1. Between 3 months and 1 week (inclusive) in advance 50% (in the form of the retained deposit) of the hire price.

22.1.4. For Meeting Room (203) and Library:

22.1.4.1. Less than 1 week in advance 100% of the hire price (including deposit).

22.2. Confirmed bookings must be cancelled in writing and this will only be effective once the written cancellation is confirmed as received by Pushkin House.

23. Breach by the Hirer

23.1. If the Hirer fails to observe or perform any of these conditions Pushkin House may:

23.1.1. Charge to and recover from the Hirer any expenses incurred by Pushkin House remedying any such failure including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate and;

23.1.2. Cancel the instant or any other hiring of the Building by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

24. Complaints

24.1. Any complaint arising out of the hiring must be made in writing to Pushkin House within 3 days after the expiration of the Period of Hiring.

25. Agency to act by their officers

25.1. Pushkin House may act through any authorized officer and references in these Conditions to any approval discretion consent or requirement of Pushkin House are deemed to be references to the approval discretion consent or requirement of any such officers and anything which the Hirer is required to produce to Pushkin House is to be produced to such officer.

26. Notices

26.1. All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer or the address below:

**Pushkin House
c/o The Pushkin House Trust
5A Bloomsbury Square
London WC1A 2TA**

The Hirer shall be as stated in the Hire Agreement