



## TERMS AND CONDITIONS GOVERNING THE USE OF ROOMS AT GOLDSMITHS' CENTRE (the "Terms")

### 1. HIRING OF THE VENUE

#### 1.1. DEFINITIONS

The following definitions shall apply to these Terms:

<b>"Booking"</b>	means the booking of the Event;
<b>"Booking Form"</b>	means the form sent out by the Events Manager to the Hirer containing a summary of the details of the Booking;
<b>"Event"</b>	means the event organised by the Hirer which is to take place at the Hired Room on the date set out in the Booking Form or otherwise agreed in writing;
<b>"Events Manager"</b>	means the Exhibition and Events Manager of the Venue from time to time;
<b>"Fees "</b>	means the amount to be paid by the Hirer to the Centre for the Event on the dates set out in the Booking Form, or as otherwise agreed in writing;
<b>"Hirer"</b>	means the applicant approved by the Centre to organise an Event at the Hired Room;
<b>"Hired Room"</b>	means the room at the Venue where the Event is to take place;
<b>"Centre"</b>	means the Goldsmiths' Centre, a company with number 06288800, and whose registered office is at Goldsmiths Hall, Foster Lane, London, EC2V 6BN; and
<b>"Venue"</b>	means the Centre's premises at 42 Britton Street, London EC1M 5AD.



- 1.2. The Centre is willing to allow the use of certain rooms at the Venue to be hired subject to the terms and conditions set out in the following paragraphs.
- 1.3. Enquiries regarding a Booking are to be made to the Events Manager at the Goldsmiths' Centre, 42 Britton Street, London, EC1M 5AD, [events@goldsmiths-centre.org](mailto:events@goldsmiths-centre.org).
- 1.4. The Centre reserves the right to decline any Booking or part thereof at any time without liability and without giving any reasons.
- 1.5. The Centre will not accept Bookings that are of a religious or political nature. It is the Hirer's responsibility to declare the nature of the Booking in advance in the Booking Form.
- 1.6. All Bookings are provisional until written confirmation is sent by the Events Manager. Bookings will not be confirmed until the Centre has received the required deposit and the signed Booking Form.
- 1.7. The Centre reserves the right to amend, alter, delete or substitute any term or condition herein contained in respect of the confirmed Booking upon giving not less than 28 days notice in writing to the Hirer. The Hirer shall have the right to cancel the Booking and to have the deposit refunded in the event the amendments constitute a material detriment to the Hirer.

## **2. BOOKING DEPOSIT AND CANCELLATION**

- 2.1. The Centre may require a reference and/or credit check prior to accepting a Booking.
- 2.2. A deposit must be paid within 30 days of the invoice date or before the event date, whichever is the earliest to secure the Booking. Unless otherwise indicated on the Booking Form, the deposit will comprise 100% of the fee for hiring the room, 50% of the estimated food costs; 50% of the estimated alcohol costs and 50% for any agreed additional services (such as disc jockey, florists, etc.).
- 2.3. If for any reason the Hirer wants to cancel the Booking, the Events Manager is to be informed in writing.
- 2.4. The Centre will acknowledge receipt of all cancellations in writing via letter/email/fax to the Hirer indicating whether the cancellation has been accepted.



2.5. If the Hirer cancels the Event:

<b>Days before the cancellation of the Event is confirmed</b>	<b>% of deposit returned</b>
61 days or more	75%
Between 31 and 60 days	50 %
Between 0 and 30 days	0 %

2.6. Any deposit not returned to the Hirer pursuant to clause 2.5 shall be forfeited.

### **3. FEES**

- 3.1. The Fees payable will be specified in the Booking Form. Such Fees are subject to change in accordance with these Terms.
- 3.2. All payments must be made in GBP pound sterling (£) and all charges are quoted exclusively of VAT except where specified.
- 3.3. The final catering charge will be based on the higher of either the confirmed number of guests prior to the Event or the final number of guests at the Event.
- 3.4. Any additional charges will be subject to payment within 15 days of demand unless otherwise indicated.
- 3.5. In case of non payment the Centre may take appropriate action to recover the debt, including referral to external debt collection services, and shall be entitled to recover all costs, interests, damages and legal expenses (on a full indemnity basis) from the Hirer.
- 3.6. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above the base rate of Barclays bank.

### **4. CANCELLATION BY GOLDSMITHS'**

- 4.1. The Centre reserves the right to cancel or terminate wholly or in part any Booking at any time and for any reason including, but not limited to, the following:
  - 4.1.1. if the Hirer becomes bankrupt or insolvent or enters into liquidation or receivership;
  - 4.1.2. if the Hirer is more than 30 days in arrears in respect of payments due to the Centre in respect of previous and/or current Bookings or part(s) thereof;



- 4.1.3. if the Booking might, in the Centre's reasonable opinion, prejudice the reputation of the Centre;
  - 4.1.4. if the behaviour of the Hirer and/or the guests (whether as individuals or as a group) is deemed by the Centre to be unacceptable. Partial termination could result in a number of guests being asked to leave the Venue; and
  - 4.1.5. if the activity of the Hirer and/or the guests (whether as individuals or as a group) breaches Fire/Healthy and Safety or any legislation in any way or deemed unsafe for staff, performers or public.
- 4.2. Any such cancellation shall be without prejudice to any right of action of the Centre in respect of non payment or any breach of these Terms.
- 4.3. If the Centre cancels before an Event, the Centre shall return the deposit to the Hirer in full, unless the cancellation was wholly or partly attributable to the Hirer's default, including but not limited to a default described in sub-clauses 4.1.1 to 4.1.5.

## **5. OBLIGATIONS OF THE HIRER BEFORE THE EVENT**

### 5.1. Hired Room Set Up

#### *Decorations*

- 5.1.1. The Hirer acknowledges that the Venue and its precincts are a Grade II Listed Building and that certain steps must be taken to preserve the same in its existing condition. It is therefore necessary to impose the following further conditions or restrictions on the use of the Venue:
- a) the Events Manager must specifically approve in writing any additions or internal decorations or furnishings; and
  - b) full details of any scenery, properties, decorations or special effects for the Event shall be made known in the Booking Form to the Events Manager for approval, and certainly before being brought into the Venue so as to avoid the disappointment of a refusal of use.

#### *Equipment*

- 5.1.2. The Hirer agrees to use the equipment belonging to the Centre in a safe manner and return it in good working order. Where equipment is damaged charges will be made to the Hirer.
- 5.1.3. Where the Hirer wishes to use electronic equipment not belonging to the Centre, it shall carry out a full risk assessment at least 10 working days before the Event and shall provide the Centre with an up-to-date Portable Appliance Test certificate (PAT).



- 5.1.4. The Hirer shall be responsible for obtaining all copyright permissions and shall produce copies of such permissions to the Events Manager not less than 10 working days before the date of the Event.
- 5.2. Once the Hired Room Set-up, including Decorations and Equipment, has been approved, the Hirer cannot change either of these without written permission of the Events Manager.
- 5.3. Information about guests
  - 5.3.1. The Hirer shall provide regular updates of any changes in the predicted number of guests at the Event.
  - 5.3.2. The Hirer must notify the Events Manager no later than 72 hours prior to the Event (Thursday before noon if the Event is on Monday) as to the number of persons intending to be present, table plan (in the case of luncheons or dinners), timings, dietary requirements and general arrangements.
  - 5.3.3. The Hirer must ensure that the number of guests does not exceed the Hired Room stated capacity limits nor the number shown on the Booking Form.
  - 5.3.4. In any event, the Centre reserves the right to refuse the entry of any guest in the event that the number exceeds the maximum capacity of the room as stated in the Booking Form.
  - 5.3.5. Invitations to Royalty, senior Members of Parliament and other VIP guests should be noted at the time of booking.
- 5.4. Other obligations before the Event
  - 5.4.1. Under no circumstance may the Event be advertised to the general public in national or local circulation papers, or in any other type of public advertisement.
  - 5.4.2. Copies of the invitation card and a guest list must be sent to the Events Manager prior to the invitation being sent out.
  - 5.4.3. Delivery and pick up of products at the Venue shall be restricted from 7.00 am to 22.45 pm.

## **6. AMENDMENTS TO THE BOOKING**

- 6.1. No variation of the Booking Form, these Terms, or of the terms agreed with the Events Manager shall be effective unless they are confirmed in writing by the Events Manager.
- 6.2. The Events Manager may request the Hirer to increase the deposit paid in case the amendments imply an increased number of guests.



6.3. Accepting the amendments will be at the discretion of the Events Manager.

## **7. RIGHTS AND OBLIGATIONS DURING THE EVENT**

7.1. During the Event:

- 7.1.1. the Centre reserves the right to refuse the entry of any guest at any time without liability;
- 7.1.2. if any music is played, it shall be played at or below the volume agreed with the Events Manager;
- 7.1.3. unless otherwise agreed by the Events Manager, no children shall attend the Event if alcohol will be served;
- 7.1.4. drinks shall not be taken outside between 8.00 pm and 7.00 am. The Hirer and its guest will be permitted to consume drinks on the roof terrace between 8.00 am and 7.00 pm;
- 7.1.5. the following shall not be permitted:
  - a) dry ice nor any water vapour to be generated/utilised as part of any special effect;
  - b) pyrotechnics inside the Venue;
  - c) candles or other naked flames, unless with the express written permission of the Events Manager;
  - d) the sale of intoxicants by the Hirer or its guests within the Venue;
  - e) smoking anywhere at the Venue. This includes the use of E-cigarettes;
  - f) dancing after 22.45pm;
  - g) the staging of dance events (for an audience); and
  - h) the staging of live music events after 22.45pm;
- 7.1.6. the use of taxis in Britton Street should be avoided.

7.2. During the Event, the Hirer shall:

- 7.2.1. comply with all instructions given by the Events Manager or by the Centre's staff at the Venue;
- 7.2.2. comply with the Centre's health and safety policies;



- 7.2.3. ensure that the Hired Room and any additional services requested are used for the purpose(s) for which they were hired;
  - 7.2.4. not charge for admission or collect any money at the entrance to or inside the Venue without express written permission of the Events Manager;
  - 7.2.5. keep proper order and ensure that all guests behave in a seemly manner and comply with any instructions they may receive from any Venue official;
  - 7.2.6. refrain guests from any behaviour, which would bring the Centre into disrepute or cause discomfort/risk to others;
  - 7.2.7. ensure that guests do not touch or lean against any pictures or statues or act in other ways that might reasonably be expected to cause damage to works of art on display; and
  - 7.2.8. ensure that guests are given an identity pass which must be worn and visible at all times during the Event.
- 7.3. In the event that the Centre's instructions are not followed (after initial verbal warning from the Events Manager) the Centre reserves the right to:
- 7.3.1. interrupt the Hire;
  - 7.3.2. cut the power supply; and
  - 7.3.3. exclude the Hirer and guests from the Venue with or without the assistance of security.
- 7.4. If this occurs, the Centre will charge additional charges to the Hirer accordingly.

## **8. OBLIGATIONS OF THE HIRER AFTER THE EVENT**

- 8.1. At the end of an Event, the Hirer and its guest are required to leave the Hired Room and the Venue promptly and quietly.
- 8.2. The Hirer shall, and shall encourage its guests to disperse from the immediate area to Turnmill Street and Farringdon Road as quickly as possible.
- 8.3. The Hirer must remain on site until their event is over and must ensure their guests leave as instructed by the Duty Manager.
- 8.4. After the Event, the Hirer must remove from the Hired Room all equipment and anything brought and placed therein by any person. If any of the Hirer's equipment remains on site outside of the specified hire times, the Centre may at its discretion:
  - 8.4.1. remove such items and charge the Hirer for any expenses incurred in arranging the removal and storage of the items from the Hired Room; or



8.4.2. charge the Hirer at least £100.42 + VAT per item remaining per day. This amount may vary depending on the dimensions of the item left at the Venue.

8.5. The Hirer shall ensure that all passes supplied to the guests are properly returned. If any of the passes is lost or stolen, the Hirer must inform the Events Manager or the Centre's staff and pay a charge of £5.00 per pass to cover the costs of each missing pass, without prejudice to any other remedies of the Centre in respect of any further damage caused as a result of the missing passes.

8.6. Any such amount not paid within 14 days of demand shall be recoverable as a debt due.

8.7. The Centre shall be responsible for the general cleaning of the Hired Room after the Event, however there will be an additional charge invoiced to the Hirer for any cleaning that is considered to be in excess of normal use.

## **9. CATERING**

9.1. The Hirer is not allowed to bring food and/or beverages into the Venue. In the event catering services are required, then they must be ordered from the Centre.

9.2. The Hirer shall make all necessary arrangements with the Events Manager for all catering services, including provisions of food and beverages and special requirements such as Halal or Kosher food. The Events Manager will confirm which food and beverages can be consumed in which locations.

9.3. The Hirer must notify the Event's Manager no later than 72 hours prior to the Event, in terms of clause 5.3.2, of any dietary requirements and/or allergies and final amendments in the amount of food and/or beverages to be served at the Event.

9.4. Whilst all care is taken in relation to food allergies and intolerances advised by the Hirer, due to the fact that the Centre's kitchens prepare all food types, neither the Centre nor its caterer takes any responsibility for any adverse reaction by any guest to the food prepared by our caterer, subject to the limitations set out in clause 11.

9.5. The Hirer must ensure that an authorised person is present at the Event to sign-off or agree to the actual amount of alcohol consumed at the Venue. The Hirer shall not be able to dispute the amount in the event no one is present.

## **10. CONTRACTED ACCESS TIMES**

10.1. The Hired Room, to which the Hirer has been granted access, and the agreed access times, are detailed on the Booking Form.

10.2. The available time slots for room hire runs are as follows:



Full day hire	Mon – Fri: from 8.30 to 17.00, Sat: from 10.30 to 17.00
Half day hire	Mon – Fri: from 8.30 to 12.30 or 13.00 to 17.00 Sat: from 10.30 to 13.30 or 14.00 to 17.00
Evening hire	Mon – Sat: From 18.00 to 22.45

- 10.3. An extra charge of £250 per hour shall apply in the event the Hirer needs to enter the Venue before 8.30 am.
- 10.4. Some Events (e.g. Events on a Saturday) may incur on an extra charge to cover the costs of hiring any additional staff for the building to function at times when the Venue would normally be closed.
- 10.5. The Hirer must not arrive before the time agreed with the Events Manager and shall ensure that the guests do not arrive before the time stated in the Booking Form.
- 10.6. The Hirer must vacate the Venue by the time agreed with the Events Manager and shall ensure that guests vacate the Venue at the time as stated in the Booking Form.
- 10.7. Without prejudice to any other right and remedy that the Centre may have at law and in equity, the Centre reserves the right to impose an additional fee in the event that the Hired Room is not vacated by the required time. The charge will be equal to the equivalent fee to hire the Hired Room for an extra half day.

## **11. LIABILITY AND INSURANCE**

- 11.1. Notwithstanding any other provision of these Terms neither party limits or excludes its liability for:
- 11.1.1. fraud or fraudulent misrepresentation;
  - 11.1.2. death or personal injury caused by its negligence; or
  - 11.1.3. any other act or omission, liability for which may not be limited under any applicable law.
- 11.2. In no circumstances shall the Centre have any liability for (i) any loss of or damage to profit, revenue, goodwill, opportunities, or use; or (ii) any indirect or consequential loss or damage that may be suffered by the Hirer.
- 11.3. The Hirer will be responsible for all loss of or damage to property (including to works of art) at the Venue (including theft) and for any injury or death of any persons and/or things arising in connection with the Event caused by or in consequence of any act or



omission on the part of the Hirer its agents, employees, contractors, guests or invitees and indemnifies and shall keep indemnified the Centre against all such loss damage, injury or death.

- 11.4. The Hirer shall ensure that all contractors engaged in relation to the hire, shall carry suitable and sufficient insurance relevant to the activity for which they are engaged.
- 11.5. The Hirer is strongly advised to ensure that all items brought to the Venue are fully protected by insurance in respect of fire, property damage and public liability.
- 11.6. The Hirer shall inform the Events Manager in the event valuable items are going to be brought in the Hired Room.
- 11.7. The Centre shall not accept responsibility for loss or damage to any articles brought into the Venue by the Hirer or its guests. Notwithstanding the foregoing, the Centre shall maintain reasonable security measures at the Venue.

## **12. HEALTH AND SAFETY**

- 12.1. The Event Manager will liaise with the Hirer to discuss the building layout and evacuation procedure. At this point the Hirer will be advised how to get in touch with the Centre's team during the Event should any problems arise.
- 12.2. The Hirer shall comply with all applicable Health and Safety statutory rules and regulations regarding this matter. The Hirer will be responsible for procuring that all contractors and guests also comply with these rules and regulations.
- 12.3. The Hirer shall ensure that the maximum permitted number of guests is not exceeded in any circumstances.
- 12.4. Certain Venue staff is trained to the current H.S.E. First Aid at Work Regulations, however, the Hirer is strongly advised to provide First Aid cover for the Event.

## **13. EXTERNAL CONTRACTORS**

- 13.1. Should the Hirer wish to employ the services of an external contractor other than those supplied by the Centre, the Hirer must undertake to indemnify the Centre against claims made against it resulting from an act or default by any of the Hirer's contractors or caused by any equipment supplied by the Hirer or its contractors.
- 13.2. The term 'external contractor' includes but is not limited to: production companies, entertainment companies, audio visual companies, television, video or films crew, musician, toast masters, florists, photographers and designers.
- 13.3. Photography, filming, televising and video and sound recordings in the Venue will not be allowed without express written permission.



13.4. The Hirer shall ensure that all contractors engaged in relation to the Event, shall carry suitable and sufficient insurance relevant to the activity for which they are engaged.

13.5. The Centre does not accept any responsibility from claims arising from the Hirer's own personnel, guests and contractors employed by the Hirer; the Hirer will be responsible for arranging any insurance to cover such risks.

#### **14. COMPLAINTS AND DISPUTES**

14.1. Any problems or complaints relating to the Venue, additional services or these Terms should be referred to the Events Manager during the Event and followed up within two (2) weeks by email or letter to the Events Manager at The Goldsmiths' Centre, 42 Britton Street, London, EC1M 5AD. The Events Manager must receive written notice of any problems or complaints within two (2) weeks of an Event.

14.2. The Hirer and/or guests may be required to make a formal written report prior to any formal investigation. Complaints and disputes will normally be investigated and solved by mediation within the organisation.

#### **15. FORCE MAJEURE**

15.1. Neither party shall be liable to the other in respect of loss or damage and these Terms shall automatically cease to be binding on the Centre and the Hirer if performance of it is affected by any act of government or other competent authority, flood, storm, tempest, lightning, escape of water from any water tank, apparatus or pipe, earthquake, or other natural disaster, riot, civil war or commotion action of hostile foreign state (whether or not a formal declaration of war has been made given or received), fire, explosion, malicious damage (other than arising from the acts or defaults of the party claiming relief or their employees, servants, agents, sub-contractors or other persons over whom such party has direct or contractual control), act of God or other force majeure occurrence which could not have been avoided or mitigated by the application of due diligence or foresight.

15.2. For the avoidance of doubt it is hereby expressly agreed between the parties that industrial relations difficulties and failure to provide adequate equipment, materials, consumables and/or staff or similar matters which a prudent and diligent Hirer could have avoided with the application of foresight are not to be considered as events of force majeure under the preceding sub-clause.

#### **16. GOVERNING LAW**

16.1. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection



*The*  
**GOLDSMITHS'**  
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