



BFI STEPHEN STREET VENUE HIRE 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.

TERMS AND CONDITIONS OF HIRE

The terms of the Booking may only be varied by the written consent of the BFI.

1 The Hire Fee shall be payable in full by the date set in the 'Payment Schedule' subsequent to the receipt of a valid BFI invoice.

1.2 Any other sums payable shall be paid by the Customer within 14 days of receipt of an invoice from the BFI.

1.3 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.

1.4 The Venue 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 this Booking Agreement forthwith by notice in writing without prejudice to its other remedies if:

- (i) Customer fails to perform any of its obligations herein;
- (ii) the BFI Stephen Street 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 the booking is to be 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 14 days before the date of the Event; and 100% of the Hire Fee if it takes place less than 7 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 this Agreement is terminated pursuant to Clause 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 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 the 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 Screening Room/Hired Space at the time agreed between the Customer and the BFI.

(b) The Customer agrees to ensure that the Screening Room/Hired Space 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 the recommended in-house caterer for the Screening Room/Hired Space unless otherwise agreed by the BFI in writing.

6. DAMAGE TO VENUE 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 the Event or the Screening Room/Hired Space 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 Screening Room/Hired Space pursuant to this Agreement, the Customer shall comply with all reasonable requests of the BFI and shall not in any way interfere with the successful running of BFI Stephen Street by the BFI.

(b) The Customer will provide full details of the nature and agenda of the Event 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 the 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 Building or conflict with the BFI's fire certificates. The Customer shall not use any part of the Screening Room/Hired Space for any purpose other than the Event, nor shall it sub-hire or use the Screening Room/Hired Space in an unlawful way.

(d) All areas within BFI Stephen Street are strictly non-smoking.

(e) Permission from the BFI will be sought to consume alcohol in the Screening Rooms (?).

(f) No food or beverages of any kind may be brought to the Screening Room 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.

(g) No food and beverage items obtained other than from the BFI's in-house catering services may be consumed on the premises unless previously agreed in writing between the BFI and the Customer.

(h) The Customer shall use the Screening Room/Hired Spaces 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 Screening Room/Hired Space 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.

(i) The Customer shall ensure that no person:

(i) fixes anything to the structure, or any of the contents, or in the grounds of the Screening Room/Hired Space without prior written consent of the Authorised Officer; or

(ii) marks, soils or damages the structure, contents, or grounds of the Screening Room /Hired Space; or

(iii) damages or removes any of the exhibits, fittings or other contents of the Screening Room /Hired Space; or

(iv) touches or tampers with any gas, electrical or water installations at the Screening Room /Hired Space without the Authorised Officer's consent.

(j) 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.

(k) 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 Screening Room /Hired Space, and that no appliance or apparatus is connected to the Screening Room /Hired Space'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 Screening Room /Hired Space shall not be used and, if he thinks fit, may require such equipment to be checked and/or removed from the Screening Room /Hired Space.

(l) The time given by the Authorised Officer at which the Event must finish must be strictly adhered to; all guests must have left the Screening Room /Hired Space 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.

(m) The BFI shall have the right to remove and discard anything left in the Screening Room/Hired Space after the Event has ended. The BFI reserves the right to invoice the client for any costs relating to the disposal of anything left in the Screening Rooms/Hired Space. If anything appears to the Authorised Officer to be an article of value s/he may, if s/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.

(n) The Customer shall, not later than the end of the Event:

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

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

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 security services staff. The senior member of the security services staff on duty will assume full control and responsibility for procedures, including where appropriate evacuation

procedures in the event of his/her 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 Screening Rooms/Hired Space at any time during the Event. The Authorised Officer may terminate the Event at any time if they believe that the behaviour of the Customer's or the Customer's guests/caterers is inappropriate or if the Screening Room's/Hired Space's contents/structure is at any risk of damage.

(q) The client agrees to the use of the Reception Lounge area as the route of access to the disabled toilet facilities at all times during an Event for patrons of the benugo Stephen Street Kitchen requiring the disabled toilet facility.

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

(s) Neither the Event 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. USE OF THE BFI'S NAME

The Customer will not use the name "BFI", "British Film Institute", "BFI London IMAX Cinema" or "BFI Southbank" "BFI Riverfront" "BFI Stephen Street" 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.