

Artizan Street Library & Community Centre

City of London Corporation ("The City")

Premises STANDARD CONDITIONS (Edition June 2023)

The following are the Standard Conditions applicable for the hire and use of parts of the Artizan Street Library & Community Centre as referred to and set out in the Booking Form.

1 Definitions & Interpretation

The following words shall have the meanings set out below:

- 1.1 "Agreement" means these Standard Conditions and the Booking Form together with such other documents as are more particularly referred to and defined herein and shall be the sole terms applying between the Hirer and the City. For the avoidance of doubt all other conditions of contract, or terms of trade, supplied by the Hirer are specifically excluded and do not amend or displace the clauses as agreed and referred to in the documents forming part of the Agreement.
- 1.2 "Additional Services" means those additional services referred to in the Booking Form or subsequently provided at the Hirer's request.
- 1.3 "Booking" means the booking made by the Hirer for the Hire Period using the Booking Form.
- 1.4 "Booking Form" means the booking form completed by the Hirer for the hire and use of the Venue which incorporates these Standard Conditions.
- 1.5 "Cancellation Charges" means those charges payable by The Hirer in accordance with the Standard Conditions and the Booking Form in cases where The Hirer cancels the Event prematurely.
- 1.6 "City" means the City of London Corporation as represented by the Director of Community and Children's Services.
- 1.7 "Consents" and "Approvals" means all consents or approvals unless otherwise specified are to be given by the Director.
- 1.8 "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- 1.9 "Director" means the Community and Children's Services Director or the Director's duly authorised agent or representative whose details may be made known by The City to The Hirer from time to time.
- 1.10 "Event" means the event for which any use of the Venue is permitted by the Booking Form the details of which are included in Schedule 1 ("Event Schedule") of the Booking Form.
- 1.11 "Force Majeure" means any circumstance not within a party's reasonable control including, without limitation:
 - Acts of God, flood, drought, earthquake or other natural disaster;
 - Epidemic or pandemic;
 - 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;
 - Nuclear, chemical or biological contamination or sonic boom;



- Any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- Collapse of buildings, fire, explosion or accident;

But excluding any labour or trade dispute, strikes, industrial action or lockouts.

1.12 "Hire Charges" means the hire charges to be paid by The Hirer in accordance with the Booking Form.

1.13 "Hire Period" means the period of use of the Venue as specified in the Booking Form.

1.14 "Hirer" means the person(s) firm(s) or company or companies named as the licensee in the Booking Form and when more than one Party is named, the Booking Form shall be deemed to be entered into with all such parties jointly and severally;

1.15 "Party" and "Parties" means respectively the City or the Hirer or both as the case may be.

1.16 "Premises" shall mean the Artizan Street Library & Community Centre including the Venue.

1.17 "Special Conditions" shall mean those conditions referred to in the Booking Form which The Hirer and The City agree shall modify these Standard Conditions, which are to be found in the Booking Form at Schedule 2 ("Hire Charges & Special Conditions").

1.18 "Venue" means one or more specified parts of the Premises to be hired by the Hirer as are specified in the Booking Form (together with the rights in connection with the common parts of the Premises).

1.19 Words importing the masculine gender include the feminine gender, words in the singular include the plural and vice versa and words importing individuals will be treated as importing corporations, companies and/or partnerships and vice versa.

2 Booking

2.1 To book the Venue, The Hirer must complete and sign the Booking Form and send it to the City. The Booking shall come into effect and the Agreement shall come into existence and be binding on both the Hirer and the City only when the City receives from the Hirer the Booking Form and the City issues a formal notice of acceptance ("Notice of Acceptance").

2.2 Until such time as the completed Booking Form and Hire Fee is received and the City has issued a Notice of Acceptance, the City will only hold the proposed dates for the benefit of the Hirer as a provisional booking. The Booking will not be confirmed until the Hire Charges are paid. For the avoidance of doubt, Bookings are taken on a "first come first served basis".

2.3 The City shall send The Hirer the Notice of Acceptance as confirmation of the Booking within 14 days of receipt of the Booking Form and Hire Charges.

3 Booking Information

3.1 The Booking Form sets out the nature of the Event and the maximum number of people permitted to attend it. If for any reason the Hirer's requirements change the Hirer should notify the City immediately providing details.

3.2 The City reserves the right at all times and without liability to the Hirer to cancel the Hirer's Booking if it appears to the City that the Event is of a type substantially different from that stated in the Booking Form. The City may also cancel the Hirer's Booking if the estimated number of people expected to attend increases beyond the maximum permitted number.

4 Cancellation by the Hirer

4.1 The Hirer shall be entitled to cancel the Booking provided that the Hirer first notifies the City in writing enclosing payment of the applicable Cancellation Charges as set out in the Booking Form.



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5 Cancellation by the City

- 5.1 The City may cancel the Booking and terminate this Agreement at any time with immediate effect and without any liability to the Hirer if circumstances or events outside the City's reasonable control prevent, delay or substantially affect performance or the City's ability to perform its obligations under this Agreement.
- 5.2 Circumstances or events outside the City's reasonable control shall include (without limitation) acts of God, fire and damage to the Premises, refusals to grant licences, strikes, lock-out or industrial action (whether involving The City's employees or a third party's), the need to use the Venue for a national emergency and / or the City's belief that the Venue will not be fit for public use at the time of the Event, or any act or omission of the Hirer or of the Hirer's employees, agents or contractors.
- 5.3 The City may also cancel the Booking and terminate this Agreement if, in the City's reasonable opinion any of the following situations occur and within 7 calendar days of Notice by the City the Hirer has not remedied the default or breach (if remediable):
- (a) The Hirer is in material breach of the terms of this Agreement as set out in the Booking Form and the Standard Conditions.
 - (b) The Hirer has failed to provide as cleared funds in respect of any payments due at the times stipulated in the Booking Form.
 - (c) Circumstances arise by which the Event gives rise to a risk of damage to the Venue, or other property owned by the City.
 - (d) The advertising or proposed conduct of the Event is open to reasonable objection.
- 5.4 The City may also cancel the Booking and terminate this Agreement if, in the reasonable opinion of the Director, it is necessary to perform or complete essential remedial or refurbishment works to any facilities forming part of the Booking (including the Venue).
- 5.5 If The City cancels the Hirer's Booking in any of these circumstances, the City will, as far as is practicable, give notice in writing to bring the Booking to an end immediately, and The City will refund any Hire Charges paid by the Hirer unless the cancellation is related to acts or omissions of the Hirer, the Hirer's employees, agents or contractors.
- 5.6 Where the City cancels the Hirer's Booking under clause 5.4 above, the City will where it is possible to do so use reasonable endeavours to provide an alternative Booking to an equivalent value within a reasonable period.

6 Hire Charges

- 6.1 The Hire Charges (if any) are stated in the Booking Form. The Hire Charges will be fixed from the time the Hirer receives Notification of Acceptance in accordance with clause 2.3. All other charges will be based on the City's price list current at the date of the Event. Hire Charges may be adjusted by any changes in tax or duty subsequent to the date of the price list or Notification of Acceptance (as applicable).
- 6.2 The Hirer will pay all charges relating to telephone calls, photocopying and facsimile and other services made or used by the Hirer within the Premises during the Hire Period in accordance with clause 8 of this Agreement.
- 6.3 Where it has been authorised, the Hirer will also pay the reasonable costs of installation of any special machinery electrical equipment or fitting which may be required for the purpose of the Event and the reasonable cost of any additional staff required in connection with the operation thereof, the need for such installation having been agreed with the Hirer in advance and properly recorded in the Notice of Acceptance.
- 6.4 The Hirer will also be required to pay the proper fees and expenses of any professional advisers or the fees and expenses of any Statutory Authority incurred in connection with any approval or appropriate professional or technical advice and service given to the City for the purpose of dealing with any queries raised in relation to Additional Services required and or any licensing or regulatory charges.



- 6.5 The Hirer will vacate the Venue and the Premises at the end of the Hire Period and in the event of failure to vacate the Venue or the Premises by the agreed time will be liable for additional Venue specific Hire Charges as set out in the Booking Form.

7 Third Party Charges

- 7.1 If, at the Hirer's request, the City purchases goods or services from a third party, the City will charge the Hirer the full purchase price and may add a handling charge equal to 12.5% of the purchase price. The City will normally require the full purchase price and handling charge to be paid in advance of such purchase but may in its absolute discretion agree to accept a deposit prior to purchasing the goods or services with the balance to be paid in accordance with clause 8 below. If the Hirer cancels for any reason, the Hirer must pay the purchase price and any handling charge in addition to any third-party cancellation charges.

8 Further Deposit or Payments

- 8.1 The City may at any time require payment of further charges beyond those indicated in the Booking Form on account of charges that are or may, in the City's reasonable opinion, become due including any third-party charges. The Hirer must pay any further charges required within the period specified by the City.

9 Time and manner of payment

- 9.1 After the Event (or upon it being cancelled in accordance with clauses 4 or 5 herein) the City will invoice the Hirer for the balance of any amount due to the City (if any). The Hirer must pay the amount due within 30 days of receiving the City's invoice. Time for payment of any sum due from the Hirer shall be of the essence.
- 9.2 All sums due under the Booking Form shall be paid, in sterling, without any deduction.
- 9.3 The City may retain any Box Office or other receipts held on the Hirer's behalf until the Hirer has paid all the sums owing to the City, whether under the Booking Form or otherwise.

10 Catering

- 10.1 The Hirer (or the Hirer's guests) shall not bring on to the Premises any food, liquor or other refreshment without the Director's prior written permission.
- 10.2 Where the Director agrees to permit any form of catering for the Event, the Hirer agrees to indemnify the City in respect of any claim by any third party for death or personal injury arising out of the catering for the Event in accordance with clause 19.1 of this Agreement.
- 10.3 Under no circumstances will the cooking of food be permitted using a naked flame. Re-heating using a microwave may be permitted at the Directors discretion.
- 10.4 The Hirer shall be responsible for the collection or removal of any food, drink or other refreshment and any associated equipment or waste at the end of the Event.

11 Smoking

- 11.1 Smoking is not permitted anywhere on the Premises. The Hirer will ensure that the 'No Smoking' rules are observed throughout the Premises and instruct the Hirer's guests that they may not smoke anywhere on the Premises.

12 Hire and Use of Premises and the Venue

- 12.1 The Hirer will be permitted the non-exclusive access to and use of the Venue for the agreed number of guests as set out in the Booking Form and shall not (without the Director's prior consent) sub-license or share occupation of the Venue or any part of it. In addition the Hirer together with the Hirer's guests will be permitted to pass and repass across any common areas of the Premises for the purposes of access to the Venue but for the avoidance of doubt, such common areas will not form part of the Venue for the purposes of the Booking.
- 12.2 The City reserves the right for its officers, staff, contractors and agents to enter and remain upon the Venue at all times in the furtherance of their duties.



- 12.3 Unless approval is given in advance the Hirer must not use any common areas within the Premises, which are outside the Venue for registration of guests for distribution or display of promotional material or for display of company signs or notices.
- 12.4 The Hirer may have access to the Venue between the opening time and the closing time stated in the Booking Form. The Hirer may not alter the starting time of the Event without The Director's prior consent and the Event must end no later than the end time set out in the Booking Form.
- 12.5 The Hirer must not show commercially available films or videos or, perform plays or play any live or pre-recorded music without the Director's prior written approval and the Hirer will be responsible for all licensing fees and royalty charges. For the avoidance of doubt, the playing of live, recorded or amplified music and the performance of plays and other entertainment is limited and controlled in accordance with the Premises Licence, and the Director will consider his obligations under the Premises Licence before considering any application for consent under this clause 12.5.
- 12.6 The Hirer may take photographs and make video recordings of the Event for The Hirer's private use only subject to and by agreement with his guests.
- 12.7 If the Hirer proposes to use the Venue for the purposes of holding an exhibition the Hirer shall provide the Director immediately upon request with a complete set of detailed drawings of the proposed exhibition and such other information in connection with such exhibition as the Director may require including but not limited to fire and other regulatory certificates.
- 12.8 Without prior written permission the Hirer shall not: -
- (a) fix anything to the walls, ceilings, floors or pillars of the Premises or Venue by nails, screws, drawing pins, tape or other means.
 - (b) suspend anything from the ceiling of the Premises or Venue until it and the way it is to be hung has been approved and shall not raise or lower anything from the ceiling or other similar place during the Event.
- 12.9 If permission is granted in accordance with clause 12.8 it will be on the understanding that the Hirer will ensure after the Event that all alterations are reinstated and that all machinery, electrical equipment or fittings brought on to the Premises by the Hirer or the Hirer's contractors or guests are removed and the Premises and Venue restored and left clean, tidy and in as good a state and condition as before the Event and in all respects to the reasonable satisfaction of the Director.
- 12.10 The Hirer shall provide and maintain adequate fireproofing to all structures, goods, chattels, fittings, decorations and furnishings provided by the Hirer or the Hirer's contractors or guests and used in connection with the Event all to the satisfaction of the Director.
- 12.11 The Hirer shall not bring or use any explosives or dangerous substances into or on the Premises or use naked lights or hold any Event that might involve danger to the public.
- 12.12 The Hirer shall not do anything, or fail to do anything, which might offend against any law, statutory regulation or any of the conditions, requirements and regulations of the City or which might in any way imperil any licence or statutory or other consent granted in respect of the Premises.
- 12.13 The Hirer shall in advance of the Event, provide the Director with a complete list of attendees to the Event whether such attendees are invited guests, ticket holders or otherwise.
- 12.14 The Hirer shall in advance of the Event, provide the Director with full details of any delivery of any nature to the Premises associated with the Event.
- 12.15 The Hirer shall not conduct any religious observance, ceremony or similar event at the Venue.

13 Health and Safety

- 13.1 The Hirer shall comply with all health and safety legislation, approved codes of practice and guidance which are relevant to the Event or the Hirer's use of the Venue including without limitation the Health and Safety at Work etc. Act 1974.



- 13.2 The Hirer shall ensure that the Hirer's guests, contractors, staff and agents comply with the legislation referred to in clause 13.1
- 13.3 The Hirer shall comply with all health and safety and emergency procedures and instructions notified to the Hirer by the City. It shall be the Hirer's responsibility to notify the Hirer's guests, contractors, staff and agents of these procedures and instructions and ensure their compliance.
- 13.4 The Hirer shall liaise with the City's personnel in connection with any electrical appliances, power supplies, drainage and ventilation as necessary. No electrical equipment shall be fixed or installed at the Venue or the Premises without the approval of the Director on the advice of the City Surveyor. All portable equipment must have an appropriate, valid and current test certificate.
- 13.5 Without prejudice to any other right or remedy set out in this Agreement or available to the City in common law or under statute, in the event that any person is injured, becomes ill or dies as a result of the Hirer's failure to comply with this clause or as a result of any act, omission on The Hirer's part or on that of the Hirer's invitees, agents, contractors or guests, the Hirer shall be liable for and shall fully and promptly indemnify the City against any loss, costs, damages, claims or expenses (including reasonable legal expenses) incurred by the City and arising from such injury, illness or death.

14 Director's Authority

- 14.1 The Hirer shall:
- (a) comply with any requirement of or direction made by the Director who shall be at liberty to suspend or control to any extent any use of any part or the whole of the Venue or the Premises which in his reasonable judgement is not in accordance with these Standard Conditions or the Booking Form or any Special Conditions that may have been agreed as set out in the Booking Form;
 - (b) in addition to the City's rights under clause 12.2 above permit the Director or his authorised agents or the Police to visit all parts of the Venue at any time and for any purpose.
- 14.2 The Director reserves the right for security purposes to stop and search any person, object or package entering the Premises and shall be entitled to refuse to allow any person, object or package to enter or remain in the Venue or the Premises which the Director reasonably considers to be a risk or likely to be a risk to the safety or security of the Premises or the people in it. The Director may in any case refuse admission to the Premises to any person who is unable to provide proper authority from the Hirer to enter the Premises. The Director further reserves the right to eject any person or thing from the Premises at any time and for any reason.

15 Broadcasting and Publicity

- 15.1 The Hirer shall not
- (a) issue any tickets of admission except those approved by the Director.
 - (b) transmit, produce or reproduce by film, video, television or any other means any part of the Event without prior approval of the Director except as provided in Clause 12.5 above.
- 15.2 The Hirer shall not issue, publish, display or erect any advertisement, poster, programme or literature, which may reasonably be considered by the Director to be in bad taste, obscene or harmful to the reputation of the Premises.
- 15.3 The Hirer shall not infringe any intellectual property rights of any person or body.

16 Property left at the Venue or the Premises

- 16.1 Any property brought onto the Venue or the Premises shall be the entire responsibility of the owner. Except as provided in clause 16.2 below, the City shall not be liable whether in tort or contract for any loss damage or destruction of such property however caused.
- 16.2 In the event that the City agree in writing to provide the Hirer with any storage space, the City shall take reasonable care of any property kept at such storage space commensurate with the nature of the space



provided. Such reasonable care shall not extend to the continuous presence of or supervision by the City's staff. The City's liability for any item left by the Hirer at the storage space shall be limited to £100 per item or a maximum of £500 in respect of all items left by the Hirer at the storage space.

- 16.3 It shall be the Hirer's responsibility to ensure that all the Hirer's staff, agents, contractors and guests are aware of this clause and the Hirer shall indemnify The City against any loss damage claim expense or cost incurred by the City as a result of a claim made by any such person in respect of lost damaged or destroyed property.

17 The City's Obligations

- 17.1 At the City's own expense, the City shall keep the Venue clean and free from rubbish and debris on a daily basis provided that
- (a) This obligation shall not extend to the cleaning and removal of rubbish which exceeds or differs substantially from the type reasonably generated during bookings of the Premises for purposes similar to the Event or for the removal of any food, drink or other refreshment and any associated equipment or waste at the end of the Event.
 - (b) If any structures goods chattels rubbish or debris which it is the Hirer's responsibility to remove from the Premises in accordance with this Agreement or the Booking Form are not so removed to the reasonable satisfaction of the Director then the Director shall be entitled to arrange for their removal from the Premises and where appropriate, disposal at the Hirer's expense. All such costs shall be recoverable from the Hirer as a debt due on demand.
 - (c) The City shall not be liable for any damage occurring to these items by reason of their removal under clause 17.1 (b), nor will the City be responsible for their subsequent safe keeping or storage.
- 17.2 The City shall provide such staff equipment and services as are specified in the Booking Form but if such staff equipment and services are wholly or in part unavailable due to circumstances outside the City's reasonable control the City's liability shall be limited to a refund or reduction as appropriate being a fair proportion (to be determined by the Director) of the Hire Charges for the use of the Venue.

18 Behaviour during Event

- 18.1 The Hirer shall be responsible for the orderly and safe conduct of the Event, for ensuring that nothing that the Hirer, the Hirer's employees agents, contractors or guests do interferes with any other person's use or enjoyment of the Premises, causes a nuisance, is an infringement of or renders possible the forfeiture of the City's Premises licences or other permissions attaching to the Premises (or part of it).
- 18.2 In particular the Hirer must not permit any unlawful activities in the Venue including without limitation illegal betting, gaming or drinking. The Hirer shall indemnify the City fully against any claims, loss, damages or demands costs or expenses arising as a result of breach of this clause.
- 18.3 The Hirer shall not do or say anything which may injure or tend to injure the City's reputation, or which may break or infringe any licence, statute, byelaw or regulation. Equally the Hirer must not fail to do anything, which may lead to the same outcome.
- 18.4 Music may be allowed in the Venue but only if approved in writing in advance by the Director. Amplified music will not be approved, and noise must be kept to moderate levels. Should this provision be infringed, the City reserves the right to stop the performance of music or the Event forthwith at any time during the Event.

19 Indemnity

- 19.1 Apart from the result of the City's negligence or breach of statutory duty, the Hirer shall be liable for and shall indemnify the City against all losses damages claims costs or expenses (including legal expenses) incurred directly or indirectly in connection with the Hirer's use or occupation of the Premises or Venue which arise from any deliberate fraudulent or negligent act or omission, breach of this Agreement or breach of statutory obligation by the Hirer, the Hirer's agents employees, contractors (including any caterer or supplier of food or drink brought on to the Premises) and guests. Such liability and indemnity shall include, but without



limitation, claims made against the City by third parties and claims in respect of personal and bodily injury and damage, loss or destruction of any property caused by the Hirer, the Hirer's employees, guests, agents or contractors.

- 19.2 In any event, and notwithstanding anything referred to elsewhere in this Agreement, the City shall not be liable to the Hirer, the Hirer's employees contractors, agents, or guests under any circumstances for consequential special or indirect loss and the City's liability in respect of any other loss or damage shall be limited to The Hirer's reasonable and proper direct costs wholly necessarily and demonstrably incurred up to a maximum of £15,000 or twice the Hire Charges for the Venue (excluding catering and third party charges) whichever is the lesser. This limitation shall not apply to death or personal injury caused by negligence or breach of statutory duty. For the avoidance of doubt but without limitation the City shall not be liable to the Hirer for loss of business, profits or contracts or any damage to the Hirer's reputation or image in the event the City cancel the Booking or terminate the Agreement under the provisions of clauses 5 and 22 or in the event that the City is in breach of contract.

20 Insurance

- 20.1 The City maintains Public Liability Insurance ("the Policy") for the benefit of all those who hire any part of the Premises for their private non-commercial use under this Agreement which covers The Hirer for their legal liability as occupiers of the Premises for the Hire Period. Subject to the Policy terms (copy available on request) this insurance makes provision for claims arising from accidental bodily injury and for damage for which the Hirer would be liable and which could arise under the indemnity given by the Hirer under clause 19 above in respect of the use of the Premises during the Hire Period, up to a maximum of £10m. The Hirer acknowledges that the Policy does not apply where the occupation or use of the Premises is for or in connection with the operation of any trade or business and does not apply to liabilities arising out of the Event itself.
- 20.2 In the event that the Hirer has their own Public Liability Insurance, that policy shall take precedence and the Policy shall be of no effect until the limit of indemnity of the Hirer's policy is reached. In the event of reliance upon the Policy the Hirer shall satisfy themselves as to the adequacy of such and will be responsible for any excess risk or risks not covered by the Policy.

21 Complaints and claims

- 21.1 If the Hirer has a complaint, the Hirer must notify the City immediately and the City will use reasonable endeavours to resolve the complaint. If any complaint or claim arises out of the Booking or the City's performance of its obligations under this Agreement, the Hirer must notify the City in writing within 7 days after the end of the Event.
- 21.2 If the complaint cannot be amicably resolved between the Hirer and the City, either side may refer the dispute to mediation to the Centre for Effective Dispute Resolution (CEDR) in accordance with their then current rules.

22 Termination

- 22.1 The City may terminate the Booking immediately at any time.
- (a) If the Hirer commits any breach of clause 27 below or becomes bankrupt, has a receiver, administrator or administrative receiver appointed, goes into liquidation, or ceases to carry on business then the City may terminate this Agreement forthwith on written notice.
- (b) If the Hirer is in breach of any of the Hirer's obligations under these Standard Conditions or the Booking Form (including the obligation to pay the Hire Charges and other sums due) and fails to rectify such breach within 72 hours of being notified of the breach by the City.
- 22.2 In the event of termination in accordance with clause 22.1 the Booking shall be cancelled and full payment of the Hire Charges due under these Standard Conditions, the Booking Form and any Additional Charges shall immediately become payable as a debt due to the City.



22.3 Either Party may terminate this Agreement if the Booking cannot proceed due to an event of Force Majeure.

23 Freedom of Information

23.1 The Hirer acknowledges and accepts that the City is bound by the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR").

23.2 In the event that the City receives a request in connection with this Agreement under the FOIA or the EIR, the Hirer shall assist and cooperate with the City at no charge and within such timescales as the City may reasonably specify to enable the City to meet any requests for information in relation to this Agreement which are made to the City.

23.3 The City shall be responsible for determining in its' absolute discretion whether or not any or all confidential information is exempt from disclosure in accordance with the FOIA or the EIRs.

24 Waiver

24.1 Failure by the City at any time to enforce the provisions of the Agreement or to require performance of any of the provisions of the Agreement may not be construed as a waiver of such provision and will not affect the validity of the Agreement or any part of it or the right of the City to enforce any provision of the Agreement.

25 Severance

25.1 If any provision of the Agreement becomes or is declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability will in no way impair or affect any other provision all of which will remain in full force and effect.

26 Partnership and Tenancy

26.1 Nothing contained in this Agreement is to be construed to create any partnership or tenancy between the City or the Hirer or to give any right of possession of any part of the Premises to the Hirer but on the contrary the whole of the Premises and equipment will during the continuance of this Agreement and afterwards be and remain in the sole ownership possession and control of the City.

27 Bribery and Anti-corruption

27.1 The Hirer acknowledges and accepts that:

(a) any person or body engaged or appointed by the City whether to provide services or execute works or supply goods or materials of any kind or nature whatsoever or who hires or uses any City property, who shall give, offer or allow any gratuity, gift or benefit of any kind to any person in the City's employ (whether under a contract of or for services) shall not be engaged or appointed by the City in respect of any further such provision, execution, or supply nor permitted any further hire or use.

(b) The Provisions of clause 27.1(a) shall apply whether or not the giving, offer or allowance was (a) made by an employee, agent or subcontractor of the person or body or (b) authorised by the person or body.

(c) Persons and bodies to whom clause 27.1(a) applies shall have their attention drawn to the provisions of the National Code of Local Government Conduct (as amended from time to time).

27.2 Both parties shall comply with the provisions of the Bribery Act 2010 and in particular section 7 thereof in relation to the conduct of its employees or persons associated with it. Each party warrants that it has in place adequate procedures designed to prevent acts of bribery being committed by its employees or persons associated with it.

28 Data Protection

28.1 Both parties will duly observe and comply with their obligations under the Data Protection Legislation which arise under this Agreement.



29 Confidentiality

- 29.1 Neither Party shall use any Confidential Information it receives from the other Party otherwise than for the purposes of this Agreement.
- 29.2 Subject to any express provisions to the contrary in this Agreement, the parties shall keep secret and not disclose, and shall procure that their employees, sub-contractors and agents keep secret and do not disclose, any Confidential Information obtained by them by reason of this Agreement. This obligation shall not apply to information which:
- (a) is or becomes public knowledge (other than by breach of this clause).
 - (b) is in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party.
 - (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
 - (d) is independently developed without access to the Confidential Information; or
 - (e) is required to be disclosed due to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure or in discharge of a Party's obligations of public accountability and freedom of information or as otherwise required by law.
- 29.3 In the event that either Party fails to comply with this clause 29, the other Party reserves the right to terminate this Agreement by notice in writing with immediate effect.

30 The Agreement

- 30.1 The Agreement will come into existence as described in clause 2.1. The Agreement will consist only of the Booking Form, these Standard Conditions and any Special Conditions set out in the Booking Form or Notification of Acceptance. These documents constitute the whole agreement between the Hirer and the City and supersede all previous or collateral agreements between the Hirer and The City relating to the subject of this Agreement. These Standard Conditions and the Special Conditions may only be amended if both Hirer and the City agree in writing.

31 About this Agreement

- 31.1 This Agreement is made in England under English Law and subject to the jurisdiction of the Courts of England and Wales
- 31.2 The Hirer may not sub-let or assign the Booking or this Agreement without the City's prior written consent.
- 31.3 Notices shall be sufficiently served if sent by pre-paid first class recorded delivery letter to the address appearing in the Booking Form or such other address as each Party may from time to time have communicated in writing to the other. In the absence of proof to the contrary notices shall be deemed to have been received by the addressee on the second business day after the date of posting.
- 31.4 If The Hirer owes the City any money under this Agreement (including these Standard Conditions), The City shall be entitled to deduct that amount from any sums The City may be due to pay to The Hirer.
- 31.5 The City will pass to the Hirer the benefit of any of the usual licences which may be held by the City relating to the Premises. The Hirer shall be responsible for ascertaining the need for and obtaining any licences in relation to the Event which are not already held by the City.
- 31.6 Headings are for convenience only and do not form part of these Standard Conditions or the Booking Form. They are not to be taken into account in their construction or interpretation.
- 31.7 If the Booking Form or Standard Conditions prohibit The Hirer from doing anything, The Hirer must not allow anyone else under their control to do the same thing.



- 31.8 Any reference in the Booking Form or Standard Conditions to any Act of Parliament, Order or Statutory Instrument shall also refer to any subsequent amendment or re-enactment of the same.
- 31.9 Any cancellation of the Booking or termination of this Agreement shall be without prejudice to any right or remedy available to either the Hirer or the City before the cancellation or termination.

