

# Terms and Conditions



THIS AGREEMENT is made this  day of  2011

## STANDARD TERMS AND CONDITIONS FOR THE VENUE HIRE OF FULHAM PALACE

between

1. THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH & FULHAM of Town Hall, King Street, London W6 9JU (the "Council")

and *(Please enter full name and address)*

2.  of

(the "Hirer")

3. For the use of  Rooms  
on    (day/month/year) from  am/pm until  am/pm.

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement unless the context shall otherwise require the following words and expressions shall have the following meanings:

1.1.1. "Agreement" means this agreement and schedules annexed to it.

1.1.2. "Condition" means conditions 1 – 27 of this Agreement.

1.1.3. "Facilities and Amenities" means the facilities and amenities requested for hire by the Hirer and specified in the Council's deposit invoice.

1.1.4. "Facility and Room Hire Document" means the facility and room hire document as set out at Schedule 1.

1.1.5. "Fee" means the sum payable by the Hirer to the Council for the hire of certain room(s) at the Palace and, if applicable, shall also include the fee for the use of Facilities and Amenities.

1.1.6. "Intellectual Property Rights" shall include the rights of ownership in respect of all manner of intellectual property rights, including without limitation patents, trade marks and service marks, copyright and design rights and know how.

1.1.7. "Palace" means the particular room(s) at Fulham Palace, Bishops Avenue, London SW6 6EA hired by the Hirer in accordance with this Agreement.

1.1.8. "Period of Hiring" means the period of hiring (as set out in the deposit invoice provided by the Council).

1.1.9. "Purpose of Hiring" means the purpose of hiring as set out in the Council's deposit invoice.

1.1.10. "Room and Location Capacities Document" means the room and location capacities document set out at Schedule 2.

1.1.11. "Schedule" means schedules 1 and 2 of this Agreement.

## **2. THE PALACE AND FACILITIES AND AMENITIES**

2.1. Hire of the Palace means the hire of a certain room(s) as specified in the Council's deposit invoice and, if appropriate, shall also include use of the Facilities and Amenities.

2.2. Restoration work may be undertaken to the outbuildings, gatehouses and moat of Fulham Palace during 2011. Whilst all such works will be appropriately screened, not visible from within the palace function rooms or involve the palace building or courtyards some screenings may be visible when entering the palace grounds. Every intention is that all works of this type will occur between January and March 2011. Bishops Park will be restored throughout 2011 however these works are limited to the core areas of the park and will not affect those areas adjoining Fulham Palace or those close to the Chaplain's Garden.

## **3. USE OF THE PALACE**

3.1. No part of the Palace is to be used for any purpose other than the Purpose of the Hiring.

3.2. No part of the Palace is to be used for any purpose which is unlawful.

3.3. No animal is allowed to enter the Palace without the consent of the Council.

3.4. No pegs are to be used to attach marquees or the like to the grounds in any part of the Palace.

3.5. The Hirer must inform the Council if the event is open to the general public and/or if tickets are being sold for the Purpose of the Hiring.

## **4. FEES**

4.1. The Hirer agrees to pay the Council the Fee as consideration for the hire of the Palace for the Period of the Hiring.

4.2. For the avoidance of doubt the Hirer shall ensure that the Fee is paid in accordance with the terms of the Facility and Room Hire Document.

4.3. When appropriate and in the Council's sole discretion, the Council reserves the right:

4.3.1. to obtain from the Hirer a financial bond and/or

4.3.2. to require the Hirer to undertake a photographic dilapidations survey at the Hirer's expense.

## **5. ELECTRICAL EQUIPMENT**

5.1. No lighting, heating, power or other electrical fittings or appliances in the Palace are to be altered, moved or interfered with.

5.2. No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior written consent of the Council.

## **6. MAXIMUM NUMBER TO BE ADMITTED TO THE PALACE**

6.1. The maximum number of persons to be admitted to the Palace pursuant to the Purpose of the Hiring shall not to exceed the relevant number set out in the Room and Location Capacities Document.

## **7. STATUTORY REQUIREMENTS**

7.1. The Hirer must not do or permit to be done or fail to be done any act matter or thing which:

7.1.1. may constitute a breach of any statutory obligation arising out of or in connection with this Agreement; or

7.1.2. would or might vitiate in whole or in part any insurance in respect of the Palace.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1. The Purpose of the Hiring or other use of the Palace by the Hirer shall not infringe any Intellectual Property Rights.

8.2. If the Purpose of the Hiring or other use of the Palace will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain, prior to the Period of the Hiring, the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' fees and any other relevant fees including though not limited to royalties which may be due or become payable.

## **9. BROADCASTING AND FILMING**

9.1. The Hirer shall not grant broadcasting or filming rights without the prior written consent of the Council.

## **10. FILM EXHIBITION**

10.1. The Hirer shall not to use any part of the Palace for the purposes of a film exhibition or permit any part of the Palace to be used for those purposes without the prior written consent of the Council.

## **11. CATERING**

11.1. The Hirer may only appoint a caterer from the Council's approved list of caterers for the Period of the Hire.

11.1.1. Where the Hirer wishes to appoint a caterer pursuant to clause 11.1 the Hirer shall be obliged to enter into a separate contract with such caterer and for the avoidance of doubt as far as is permitted by law the Council shall not be liable to the Hirer for any damages, costs, losses, claims, expenses, demands and proceedings whatsoever, howsoever arising whether in contract, tort or otherwise, arising directly or indirectly, out of or in the course of or in connection with the caterer and or the caterer's provision of any goods and services to the Hirer.

## **12. LEGAL REQUIREMENTS**

12.1. The Hirer hereby agrees to comply with all relevant health and safety legislation and any other relevant order, statutory instrument or legislation.

## **13. SMOKING**

13.1. Smoking is strictly not permitted at Fulham Palace.

## **14. FIRE AND FIREWORKS**

14.1. Naked flames of any sort are prohibited unless otherwise agreed in writing by the Council.

14.2. Fireworks of any sort are prohibited unless otherwise agreed in writing by the Council. Any fireworks or fireworks services required by the Hirer at the Palace shall only be selected from the Council's approved list.

## **15. DAMAGE TO COUNCIL PROPERTY**

15.1. The Hirer is to take good care of and not cause or cause to be done any damage to the Palace or to any fittings equipment or other property in or at the Palace and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer.

## **16. NOISE**

16.1. The Hirer shall use all reasonable endeavours to ensure that all guests leave the Palace quietly and respect the rights of local residents.

16.2. The Hirer shall ensure that no live music, amplified sounds nor any structure-borne noise or vibration from the licensed premises are audible or perceptible at or within the site boundary of any residential property.

## **17. INJURY TO PERSONS AND LOSS OF PROPERTY**

17.1. The Council shall not be liable for the death of or personal injury to any person attending the Palace during the Period of the Hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability except where such death or personal injury or loss is due to the negligence of the Council, its employees or agents.

17.2. The Council will not under any circumstances be responsible or liable for any damage to or loss of any goods articles or property of any kind brought on to or left at the Palace either by the Hirer or by any other third party.

## **18. EXCLUSION OF LIABILITY**

18.1. The Council shall not be liable for any loss due to any breakdown of equipment or machinery, failure of supply of electricity, water, gas or other utility, fire government restriction or act of God which may cause the Palace to be temporarily closed or the Period of Hiring to be interrupted or cancelled.

18.2. The Council gives no warranty that the Palace is satisfactory for any specific purpose.

## **19. RIGHT OF ENTRY**

19.1. The Council reserves the right for duly authorized members, officers and employees of the Council to enter the Palace at any time for any reasonable purpose.

## **20. CANCELLATION BY HIRER**

20.1. If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give the Council reasonable prior written notice to that effect.

20.2. Pursuant to clause 20.1 the following cancellation charges apply to the Hirer:

20.2.1. Cancellation six (6) or more calendar months before Period of Hire:  
25% of the Fee

20.2.2. Cancellation between six (6) and three (3) calendar months before the Period of Hire:  
50% of the Fee.

20.2.3. Cancellation between three (3) calendar months and six (6) calendar weeks before the Period of Hire:  
75% of the Fee.

20.2.4. Cancellation six (6) or less calendar weeks before the Period of Hire:  
100% of the Fee, plus up to 50% more depending on other costs already incurred by the Council.

20.3. Pursuant to Condition 20.2 the Council shall be entitled to retain the non-refundable deposit (referred to in Schedule 1) in respect of the recovery of cancellation charges.

20.3.1. For the avoidance of doubt the exercise of retention of the deposit (as described in Schedule 1) shall not preclude the Council from seeking any other right or remedy to recover cancellation fees.

## **21. CANCELLATION BY THE COUNCIL**

21.1. The Council may cancel the hiring if the Palace is rendered unusable by any such event as set out in Condition 16 hereof.

21.2. If the hiring is cancelled for any such reason as is set out in Condition 16 the Council shall give to the Hirer reasonable notice and refund the Fee but shall not otherwise be liable to the Hirer whatsoever.

## **22. BREACH BY THE HIRER**

22.1. If the Hirer fails to observe and perform any of these Conditions the Council may:

22.1.1. seek to recover from the Hirer any expense incurred by the Council in remedying any such failure including though not limited to the cost of employing attendants, workmen, cleaners or other persons as may be appropriate; and

22.1.2. cancel the hiring of the Palace by the Hirer without incurring any liability to the Hirer for the return of any Fee or any other costs or damages.

**23. COMPLAINTS**

23.1. Any complaint arising out of the hiring must be made in writing to the Council within 7 days after the expiration of the Period of the Hiring.

**24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

24.1. Nothing in this Agreement shall be taken to confer any benefit on any person who is not a party to it and the parties hereby agree that the Contracts (Rights of Third Parties) Act 1999 does not apply hereto.

**25. SET OFF**

25.1. Any claims under this Agreement or any other agreement between the parties shall go in liquidation of each other and the balance only will be considered as a debt between the parties.

**26. INDEMNITY**

26.1. The Hirer shall be liable for and shall fully and promptly indemnify the Council, its officers, employees, agents and other contractors against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever, howsoever arising

whether in contract, tort or otherwise, directly or indirectly, out of or in the course of, in connection with the breach of this Agreement by the Hirer, its employees or agents.

26.2. The Hirer shall not, however, be liable for death or personal injury arising from any act of negligence by the Council its employees or contractors (save for the Hirer) performing duties within the scope of their employment with the Council.

26.3. The Council accepts no liability whatsoever for any loss or damage caused to any property belonging to the Hirer, in the possession of the Hirer or belonging to or in the possession of any third party.

**27. ASSIGNMENT**

27.1. The Hirer shall not assign the Agreement or any part of it without the prior written consent of the Council.

SIGNED ON BEHALF OF THE COUNCIL by

SIGNED BY THE HIRER by