

Barbican Centre

Silk Street

London EC2Y 8DS

+44(0)20 7382 7043

barbican.org.uk

barbican

**Frobisher Boardroom
Standard Terms and Conditions of Hire**



The City of
London Corporation
is the founder
and principal
funder of the
Barbican Centre

City of London Corporation ("The City")
Barbican Centre
STANDARD CONDITIONS
(Edition April 2013)

The following are the Standard Conditions applicable for the hire and use of parts of the Frobisher Boardroom at the Barbican Centre as referred to and set out in the Hiring Agreement.

1. Definitions & Interpretation.

The following words shall have the meanings set out below:

- 1.1 "the Centre" shall mean the Barbican Centre which are referred to and set out in the Hiring Agreement.
- 1.2 "Cancellation Charges" means those charges payable by The Hirer in accordance with the terms of these Standard Conditions and the Hiring Agreement in cases where The Hirer cancels the Event prematurely;
- 1.3 "The Hirer" means the person(s) firm(s) or company or companies named as the licensee(s) in the Hiring Agreement and when more than one Party is named, the Hiring Agreement shall be deemed to be entered into with all such parties jointly and severally.
- 1.4 "the Venue" means one or more specified parts of the Centre to be hired by The Hirer (together with the rights in connection with the common parts of the Centre) as are specified in the Hiring Agreement.
- 1.5 "the Managing Director" means the Barbican Centre's Managing Director or the Managing Director's duly authorised agent or representative whose details may be made known by The City to The Hirer from time to time.
- 1.6 "The City" means all or any of the City of London Corporation or as represented by the Managing Director of the Centre,
- 1.7 "Consents" and "Approvals". All consents or approvals unless otherwise specified are to be given by the Managing Director.
- 1.8 "Hire Charges" means the hire charges to be paid by The Hirer in accordance with the Hiring Agreement
- 1.9 "Deposit" means the sum of money referred to and particularised in the Hiring Agreement which will be paid by The Hirer upon acceptance of the Hiring Agreement;
- 1.10 "Event" means the Event for which any use of the Venue is permitted by the Hiring Agreement the details of which are included in the Hiring Agreement.
- 1.11 "the Hiring Agreement" means any agreement for the hire and use of the Venue which incorporates these Standard Conditions.
- 1.12 "Period of Hire" means the period of use of the Venue as specified in the Hiring Agreement.
- 1.14 "Minimum Commitment" means the minimum charges set out in the Hiring Agreement, if appropriate.
- 1.15 "Additional Services" means those additional services referred to in the Hiring Agreement incorporated in Schedule 3 (Optional Clauses) or subsequently provided at the Hirer's request.
- 1.16 "the Agreement" means these Standard Conditions and the Hiring Agreement together with such other documents as are more particularly referred to and defined in clause 31.
- 1.17 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.
- 1.18 The Agreement shall be the sole terms applying between The Hirer and The City and 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.
- 1.19 "Party" and "Parties" shall mean respectively the City or the Hirer or both as the case may be.

2. Booking.

- 2.1 To book the Venue, The Hirer must complete and accept the terms and conditions of the Hiring Agreement and pre pay the full balance as outlined in the Hiring Agreement.
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 acceptance of the Hiring Agreement together with the agreed Deposit payment.
- 2.2 Until such time as the completed Hiring Agreement and Deposit is received and the City has issued a formal notice of acceptance the City will only hold the proposed dates for the benefit of the Hirer as an option which option will lapse if the Hiring Agreement and Deposit are not received.
- 2.3 The City shall send The Hirer e-mail notification of acceptance as confirmation of the booking on receipt of the Hiring Agreement and Deposit.

3. Booking Information

- 3.1 The Hiring Agreement sets out the nature of the Event and may also state the maximum and minimum number of people expected 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 reserve 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 Hiring Agreement.

4. Cancellation by the Hirer.

The Hirer shall be entitled to cancel the Hiring Agreement provided that the Hirer first notify the City in writing enclosing payment of the applicable Cancellation Charges as set out in the Hiring Agreement subject to any Deposit already paid by The Hirer.

5. Cancellation by the City.

- 5.1 The City may cancel the Hiring Agreement 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 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 Centre, 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 Hiring Agreement 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 Hiring Agreement, including 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 Hiring Agreement.
 - (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 Hiring Agreement and terminate this Agreement if, in the reasonable opinion of the Managing Director, it is necessary to perform or complete essential remedial or refurbishment works to any facilities forming part of the Hiring Agreement (including the Venue).
- 5.5 If The City cancel the Hirer's Booking in any of these circumstances, the City will, as far as is practicable, give notice in writing to bring the Hiring Agreement to an end immediately, and The City will refund any Deposit 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. Charges.

6.1 The charges (if any) for hire and use of the Venue are stated in the Hiring Agreement. These charges will be fixed from the time The Hirer receives written confirmation of booking 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. All charges may be adjusted by any changes in tax or duty subsequent to the date of the price list, or booking confirmation (as applicable). If on the above basis, charges (excluding elements which are not taken into account in calculating the Minimum Commitment, e.g. drink) total less than the Minimum Commitment, the Hirer will pay a charge equal to the Minimum Commitment plus such elements not taken into account.

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 Centre during the Period of Hire.

6.3 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 Hiring Agreement.

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 at the end of the Period of Hire and in the event of failure to vacate the Venue or by the agreed time will be liable for additional Venue specific Hire Charges as set out in the Hiring Agreement.

7. **Third party charges.** If, at the Hirer's request, the City purchases goods or services from a third party, the City will charge the Hirer a 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 with the Hire Charge. 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.

The City may at any time require payment of further deposits (Further Deposits) beyond that indicated in the Hiring Agreement on account of charges that are or may, in the City's reasonable opinion, become due including any third party charges [These may exceed the charges indicated]. The Hirer must pay any Further Deposit 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 any outstanding amounts due upon departure for any additional services ordered during the event.

9.2 If the Hirer fails to pay the Deposit by the date that payment is due the City may (without prejudice to any other right or remedy the City may have) cancel the Hirer's booking. If the City cancels the Hirer's booking in these circumstances, the booking shall be treated as if it were cancelled by The Hirer and Cancellation Charges shall become due.

9.3 All sums for pre pre ordered event services due under the Hiring Agreement shall be paid in advance, in sterling, in London without any deduction.

10. Catering.

All catering must be ordered from the Centre's Resident Caterers. Neither the Hirer nor the Hirer's guests shall (without the City's prior written permission) bring into the Centre any food, liquor or other refreshment nor do anything which may infringe the sole right of the City or its authorised contractors to supply food, liquor or other refreshment.

11. Smoking.

It is illegal to smoke anywhere in the Centre The Hirer will ensure that the Centre's 'No Smoking' rules are observed in throughout the Centre and instruct the Hirer's guests that they may not smoke anywhere in the Centre. The Managing Director may at his sole discretion designate an out door smoking area for use by the Hirer and the Hirer's guests

12. Hire and Use of Barbican Centre 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 Hiring Agreement and shall not (without the City'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 Centre 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 Hiring Agreement.

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 Centre, 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 Hiring Agreement. The Hirer may not alter the starting time of the Event without The City's prior consent and the Event must end no later than the End Time set out in the Hiring Agreement.

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 City'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 Centre's Premises Licence which, and the Managing Director will consider his obligations under that licence before considering any application for consent under this clause.

12.6 The Hirer may take photographs and make video recordings of the Hirer's Event for The Hirer's private use only. If the Hirer wishes to take photographs or make video recordings in the Centre for public relations or any commercial purposes the Hirer must, obtain the Managing Director's prior written consent.

12.8 Without prior written permission the Hirer shall not:-

- (a) make any alterations to the structure, internal layout, fittings, decorations or furnishings of the Centre or Venue;
- (b) fix anything to the walls, ceilings, floors or pillars of the Centre or Venue by nails, screws, drawing pins, tape or other means;
- (c) suspend anything from the ceiling of the Centre 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.
- (d) write on any walls or surfaces other than the 'ideas wall' as indicated by Barbican staff.

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 Centre by the Hirer's or the Hirer's contractors or guests are removed and the Centre 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 Managing 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 Managing Director.

12.11 The Hirer shall not bring or use any explosives or dangerous substances into or in the Centre 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 Centre.

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 Hirer's 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 and 13.2.

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 Centre without the approval of the City's Barbican engineering office and 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. Managing Director's Authority

14.1 The Hirer shall:

(a) comply with any requirement of or direction made by the Managing 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 Centre which in his reasonable judgement is not in accordance with these Standard Conditions or the Hiring Agreement or any Special Conditions that may have been agreed as set out in the Hiring Agreement;

(b) in addition to the City's rights under clause 12.2 above permit the Managing 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 Managing Director reserves the right for security purposes to stop and search any person, object or package entering the Centre and shall be entitled to refuse to allow any person, object or package to enter or remain in the Venue or the Centre which the Managing Director reasonably considers to be a risk or likely to be a risk to the safety or security of the Centre or the people in it. The Managing Director may in any case refuse admission to the Centre to any person who is unable to provide proper authority from the Hirer to enter the Centre. The Managing Director further reserves the right to eject any person or thing from the Centre at any time and for any reason.

15. Broadcasting and Publicity.

15.1 The Hirer shall not

(a) issue any ticket of admission except those provided or approved by the Managing Director;

(b) transmit, produce or reproduce by film, video, television or any other means any part of the Event without prior approval of the Managing 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 Managing Director to be in bad taste, obscene or harmful to the reputation of the Centre.

15.3 The Hirer shall not infringe any intellectual property rights of any person or body.

16. Property left at the Venue or the Centre.

16.1 Any property brought onto the Venue or the Centre 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 £1000 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 Centre for purposes similar to the Event.

(b) If any structures goods chattels rubbish or debris which it is the Hirer's responsibility to remove from the Centre in accordance with this Agreement or the Hiring Agreement are not so removed to the reasonable satisfaction of the Managing Director then the Managing Director shall be entitled to arrange for their removal from the Centre 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 Hiring Agreement 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 Managing Director) of the charges referred to in the Hiring Agreement 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 Centre, causes a nuisance, is an infringement of or renders possible the forfeiture of the City's Premises licences or the City's rights to sell intoxicating liquor or to provide or permit music and dancing, theatre or other permissions attaching to the Centre (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, bye-law or regulation. Equally the Hirer must not fail to do anything, which may lead to the same outcome.

18.4 Music is allowed only in specified parts of the Centre and then only if booked and approved in writing in advance by the Managing Director. As the Centre is in close proximity to residential areas, amplified music cannot be provided 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 Centre 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 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 charge 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 Hiring Agreement or terminate the Agreement under the provisions of clauses 5 and 22 or in the event that the City are 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 Centre for their private non-commercial use under this form of agreement which covers Hirer's for their legal liability. 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 Centre during the period of hire, up to a maximum of £5m. The Hirer acknowledges that the Policy does not apply where the occupation or use of the Centre is for the operation of any trade or business.

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, unless the legal liability being covered arises as a result of the City's negligence, in which case, the Policy shall take precedence. 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 the Hiring Agreement, the Hirer must notify the City in writing within 7 days after the end of the Event.

21.2 If the complaint can not 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 Hiring Agreement 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 Hiring Agreement (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 all charges due under these Standard Conditions, the Hiring Agreement 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 can not 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 Centre to the Hirer but on the contrary the whole of the Centre 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 Act 1998 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, subcontractors 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 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.

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

The Agreement will come into existence as described in clause 2.1 The Agreement will consist only of the Hiring Agreement, these Standard Conditions and any Special Conditions set out in the Hiring Agreement. 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 of the 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 Hiring 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 or facsimile transmission to the address appearing in the Hiring Agreement 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 or, for facsimiles, on successful transmission.

31.4 If The Hirer owes the City any money under the Hiring 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 Centre. 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 Hiring Agreement. They are not to be taken into account in their construction or interpretation.

31.7 If the Hiring Agreement or Standard Conditions prohibit The Hirer from doing anything, The Hirer must not allow anyone else to do the same thing.

31.8 Any reference in the Hiring Agreement or Standard Conditions to any Act of Parliament, Order or Statutory Instrument shall also refer to any subsequent amendment or re-enactment.

31.9 Any cancellation of the Hiring Agreement 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.

Catering Terms and Conditions Searcys at the Barbican

1. Consumables

- a) Searcys has the sole right to the provision of the services in its designated areas at the Event and no Consumables may be brought into these areas. Where with Searcys consent customers consume their own beverages a corkage charge shall be applied.
- b) All listed drinks are sold on a sale or return basis and Searcys reserves the right to charge for all opened bottles, even if unconsumed.
- c) When consumables are charged on a consumption basis, the customer shall check the opening and closing of stocks of consumables in the presence of Searcys representative(s). In the event of a customer refusing or delaying to do so, the figures recorded by Searcys shall be conclusive.
- d) It is the customer's responsibility to notify Searcys of its authorised representative(s) for the event and to ensure that all orders of consumables are signed for by the authorised representative of the customer. When the customer fails to notify Searcys of its authorised representative(s) or orders are placed by persons other than a customer's authorised representative, the figures recorded by Searcys shall be conclusive and the customer shall be bound to pay the charges for the services. Searcys will not accept any adjustments to the price unless this procedure is followed.
- e) All consumables offered are subject to availability. Where consumables are not available, all reasonable endeavours will be made to offer a substitute.
- f) Any non-listed consumables will be charged on the total amount ordered, whether used or not and in some cases may be subject to availability.

2. General

- a) Any catering required at or before 0700hrs will incur a minimum staffing charge from £80.00 + VAT.
- b) There is a £10.00 charge per cloth for all "non-catering" tables.