

EVENT HIRE AGREEMENT

THIS AGREEMENT is made by

BOOKING REFERENCE NUMBER:

1. Basis of this Agreement

This is an event hire agreement (this '**Agreement**') between the Museum (as defined in the attached Hirer Terms) and the party identified in Part 2 below (the "**Hirer**") (each a "**Party**", together "**Parties**").

This Agreement sets out the terms on which the Hirer wishes to hire the Museum's events space (as further described below as the '**Event Space**') for the event (as further described below as the '**Event**')

Once signed by both Parties this front sheet together with the annexed terms and conditions (the "**Hire Terms**") shall constitute a legally binding contract between the Museum and the Hirer. If there is any inconsistency between the provisions of this front sheet and the annexed terms and conditions, then the provisions of this front sheet (including any Special Terms below) shall prevail.

2. The Hirer

Hirer Company Name:	XXXXXXXX
Company Registration Number:	XXXXXXXX
Country of Incorporation	XXXXXXXX
Registered Address:	XXXXXXXX

3. Contact Details

	Contact Name/ Role	Email	Telephone
Museum Contact	XXXXXXXX	XXXXXXXX	XXXXXXXX
Hirer Contact	XXXXXXXX	XXXXXXXX	XXXXXXXX

4. Key Terms

4.1 Event Space	means XXXXXXXX
4.2 Event	means EVENT TITLE EVENT DATE – DAY / DATE / MONTH 2022
4.5 Hire Charge	means VENUE HIRE CHARGE
4.6 Hire Period	means HIRE TIMES & AGENDA
4.7 Event Capacity	means Maximum capacity of XXXX Attendees within (GALLERY NAME) in (SET UP) style

4.8 Museum Site	Science Museum	
5. Special Terms:		
SIGNED for and behalf of THE MUSEUM (being SCMG Enterprises Limited)		
Name of Signatory:		
Signature:		
Date of Signature:		
SIGNED for and behalf of THE HIRER		
Name of Signatory:		
Signature:		
Date of Signature:		
THIS FRONT SHEET IS SUBJECT TO THE ANNEXED HIRE TERMS		

HIRE TERMS

1. Licence

1.1. The Museum grants the Hirer a licence to enter upon and use the Event Space for the Hire Period only for the purpose of the Event on the terms of this Agreement and subject to these Hire Terms.

1.2. The Museum grants the Hirer a non-exclusive licence to access the Event Space by a route prescribed by the Museum (at its absolute discretion) which may be subject to change upon written notice from the Museum (the "Access Route"). When practicable, the Museum shall provide an Access Route via a Museum Site lift. If such access is not possible via a lift, the Museum shall seek to provide a reasonable alternative route.

1.3. The grant of the licences in this Clause 1 is subject to:

1.3.1. the completion of this Agreement by both parties;

1.3.2. receipt by the Museum of the Hire Charge pursuant to clause 6;

1.3.3. receipt by the Museum of any Charges payable prior to the Event;

1.3.4. receipt by the Museum of the information required pursuant to Clause 2.2; and

1.3.5. the Hirer fully and fairly representing the nature of the Event and the purpose for which the Event Space is sought.

2. Hirer's representations, warranties and undertakings

2.1. The Hirer represents, warrants and undertakes:

2.1.1. that the Event Space shall only be used for the purpose of the Event as set out in Part 4.2 of the Front Sheet;

2.1.2. that the Hirer has fully and fairly represented the purpose for which the Event Space is required including within this Agreement and in response to any queries by the Museum;

2.1.3. that the Event shall, unless approved in writing in advance by the Museum:

a. not be a political event;

b. not promote or relate to the tobacco or gambling industries; and

c. be a private event, rather than a public event;

2.1.4. to ensure that all Attendees and permitted Suppliers and sub-contractors of the Hirer comply (where relevant) with the terms and conditions of this Agreement;

2.1.5. to comply with any modifications to the Event Schedule which are required by the Museum;

2.1.6. to use only the Access Routes notified by the Museum and not to go on to any other parts of the Museum Site;

2.1.7. to take appropriate precautions to prevent accidental damage to the Event Space, the Museum Site and any objects within the Event Space and the Museum Site;

2.1.8. to obtain, and comply with, the terms of any necessary copyright, lending or rental right and performance right licences and produce copies of such licences to the Museum no later than 10 working days prior to the Event;

2.1.9. to give all necessary notices and obtain all necessary licences and consents required by any applicable law in respect of the use of the Event Space for the purpose of the Event, comply with the terms of any such licences and consents and produce copies of such licences and consents to the Museum no later than 10 working days prior to the Event where applicable (except for the premises licence which, unless expressly agreed otherwise, is held by the Museum);

2.1.10. to notify the Museum in advance of the number of Attendees at least 10 working days prior to the Event (or upon the completion of this Agreement if sooner);

2.1.11. not to exceed for any reason the Event Capacity restrictions and to comply with any further reductions to the Event Capacity as are notified to the Hirer by the Museum acting reasonably. If the Event Capacity is reached, the Museum reserves the right to delay the entry to the Event until sufficient numbers of Attendees at the Event have left;

2.1.12. not change, add to or alter any fixtures, fittings or other content of the Museum Site unless approved in advance in writing by the Museum. If such approval is received any such changes must be of a temporary nature only and strictly necessary for the purposes of the Event and the Hirer shall be responsible for making good any damage caused by the same.

2.1.13. not to interfere or cause disturbance to the occupants of the Museum Site, nor cause any disturbance, annoyance or nuisance to any owner or occupier of property adjoining or adjacent to the Museum Site or others in the vicinity of the Museum Site, and to observe and comply with any reasonable restrictions imposed by the Museum;

2.1.14. not do (or omit to do) any act or thing which would or might (in the reasonable opinion of the Museum) be expected to damage the reputation of the Museum or the Board of Trustees.

2.1.15. to ensure that the presence of any Attendees, Suppliers, staff of the Hirer and any equipment or apparatus shall in no circumstances interfere in any way with the normal access or availability of the Museum Site to the public; and

2.1.16. to report any loss, theft, damages, breakages or spillages during the Event to the Museum immediately and, in any event, within 24 hours from such an event and to pay the Museum (or such other party as is indicated in writing by the Museum) the full cost of cleaning, repair or replacement which shall be invoiced to the Hirer as an Additional Hire Charge under Clause 6.

2.1.17. to remove all items brought on Site by or on behalf of the Hirer by the end of the Hire Period, save for waste which fits in the bins provided by the Museum. For the avoidance of doubt, if any waste is unable to fit in the bins provided by the Museum, it shall be removed from Site by the Hirer. Any items left on Site by the Hirer following the end of the Hire Period may be removed and disposed of by the Museum, and the Hirer shall pay to the Museum a £100 removal fee, invoiced to the Hirer as an Additional Hire Charge under Clause 6.

2.2. No later than 10 working days prior to the Event to submit for the Museum's approval (which shall not be unreasonably withheld):

2.2.1. the Event Schedule fully and accurately completed;

2.2.2. a reasonably detailed description of the programme for the Event;

2.2.3. sample copies of any tickets, invitations or other written or printed material to be issued by the Hirer in connection with the Event and details of the means by which tickets or invitations are to be sold;

2.2.4. details of audio-visual materials to be used at the Event, if any, whether or not through Suppliers;

2.2.5. if required by the Museum, a full list of all those expected to attend and staff the Event, including a list of Attendees, VIPs, and the capacity in which each individual shall be attending; and

2.2.6. written details of any equipment, furniture or other items which it proposes to bring into the Event Space for the Event and of any vehicles, trailers or skips which may need to enter or remain on the Museum Site or near it and the (approximate) times of their arrival and departure.

2.3. The Hirer acknowledges that:

2.3.1. without notice, the Museum reserves the right to vary the gallery displays in the Museum Site at any time (including in the Event Space); and

2.3.2. The Museum's entry into this Agreement is not an endorsement of the Hirer or the Event and the Hirer shall not make representations to that effect to any third party;

2.3.3. The Museum reserves the right to remove off Site any of the Hirer's Attendees who become intoxicated, abusive or aggressive during the Event; and

2.3.4. The Museum does not permit under-18s to consume alcohol whilst on the Museum Site, and it operates a Challenge-25 policy.

3. Ticketing and Publicity of the Event

- 3.1. The Hirer may not, whether directly or indirectly (including through a third party) advertise, offer or otherwise sell or gift entry to the general public to the Event through any media without the prior written approval in writing of the Museum.
- 3.2. If approval is granted under Clause 3.1, the Hirer shall:
- 3.2.1. not advertise, offer or otherwise sell or gift entry to the Event within 500 metres of the Museum Site;
- 3.2.2. comply with the requirements in Clause 3.3 in relation to exercising such approval;
- 3.3. The Hirer shall comply with such requirements relating to the form, content, publication or distribution of any material relating to the Event as the Museum may (at its sole discretion) impose.
- 3.4. The Hirer may not use any logos or any other intellectual property rights belonging to the Museum or to the Board of Trustees without the prior written approval of the Museum.
- 3.5. The Hirer shall ensure that no person is solicited for money in relation to the Event, whether for a charitable or any other purpose, without the written consent of the Museum.

4. Event Obligations

- 4.1. The Hirer acknowledges that:
- 4.1.1. the Museum may terminate the Event at any time if the Museum believes that the behaviour of the Hirer (including its Attendees, Suppliers and staff) is inappropriate, dangerous, is in breach (or threatens to be in breach) of this Agreement or if the Museum's (or the Board of Trustees') property (including the Museum Site and its objects) is at any risk of loss or damage;
- 4.1.2. the Museum may enter any part of the Event Space at any time during the Hire Period;
- 4.1.3. preparations for the Event will not be permitted in any galleries open to the public before 6pm unless approval has been given in writing by the Museum. The Museum will specify areas (and limits to such areas) in which preparation for Events by Suppliers on behalf of the Hirer may take place;
- 4.1.4. Attendees attending Events in the public galleries will not be admitted before 6.30pm unless prior approval has been given in writing by the Museum. The Museum will give instructions as to whether re-admission is to be permitted and whether there will be a time after which admission or re-admission will not be permitted;
- 4.1.5. the time given by the Museum at which the Event must end shall be strictly adhered to and all Attendees must have left the Museum Site 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;
- 4.1.6. no parking is available at the Museum Site in connection with this Agreement. Any requests for parking should be made in advance in writing to the Museum; and
- 4.1.7. the Hirer is responsible for briefing its Attendees, staff and Suppliers about the agreed timings for the Event.
- 4.2. The Hirer shall (and shall procure that its Attendees, Suppliers and staff shall):
- 4.2.1. comply with any instructions from the Museum and from any member of the uniformed warding staff. This shall include any evacuation and any other security arrangements in place from time to time;
- 4.2.2. not bring alcohol into the Museum Site without the express prior written permission of the Museum;
- 4.2.3. comply with the Museum's age verification process for the purchase of alcohol;
- 4.2.4. not bring food or beverages into the Museum Site without the express prior written permission of the Museum;
- 4.2.5. not create or use any open flame or heating equipment, including the use of any candles;
- 4.2.6. not smoke in the Museum Site;
- 4.2.7. not undertake filming or photography at the Museum Site except for personal or social filming and photography;
- 4.2.8. comply with any specified maximum volume or level of sound for music or other entertainment;

4.2.9. draw to the attention of the Museum any fact(s) which may constitute an unusual or special risk of whatever kind to the Museum Site. If in doubt, the Hirer shall seek advice from the Museum.

4.2.10. ensure that none of its Attendees, Suppliers, staff or other contractors:

- a. fixes anything to the structure, or any of the contents, or in the grounds of the Museum Site;
- b. marks, soils or damages the structure, contents, or grounds of the Museum Site;
- c. paints or constructs (save by way of the erection of prefabricated components approved by the Museum) any object or structure inside the Museum Site;
- d. damages or removes any of the exhibits, fittings or other contents of the Museum Site; or
- e. touches or tampers with any gas, electrical or water installations at the Museum Site without the Museum's consent;

4.2.11. ensure 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 Museum shall have the right to move any person or remove anything obstructing the exits and corridors.

4.2.12. comply with the Health and Safety at Work Act 1974 and the Museum's safety requirements in operation at the time of the Event; and

4.2.13. ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations at the Museum Site, and not connect any appliance or apparatus to the Museum Site's electrical system without the prior written consent of the Museum. The Museum may require that any electrical equipment shall not be used and/or may require such equipment to be removed from the Museum Site or tested.

4.3. The Museum does not accept any responsibility for any loss of or damage to any items or articles brought to the Museum Site by the Hirer, Attendees, Suppliers and other Hirer staff or for any item or articles left at the Museum Site following the conclusion of the Event. The Museum shall have the right (at the Museum's election) to return, store, remove or destroy anything left in the Museum Site after the Hire Period has ended, at the Hirer's cost. The Museum accepts no liability for the safe keeping of such stored articles which are stored at the Hirer's sole risk and cost.

4.4. The Hirer shall, not later than the end of the Hire Period:

4.4.1. remove from the Museum Site anything which has been brought into the Museum Site (other than things brought into the Museum Site by the Museum) for the purposes of or in connection with the Event;

4.4.2. bring any damage to the Museum Site or its content to the Museum's attention;

If, in the opinion of the Museum, the Hirer has failed to comply with the above requirements Museum may, at the Hirer's expense, do all that is necessary to comply with the said requirements.

5. Suppliers

5.1. The Hirer may not use any Suppliers in connection with the Event without the prior written consent of the Museum, such consent not to be unreasonably refused.

5.2. The Museum shall not be obliged to consent to the use of a Supplier who is not on the Museum's list of approved contractors at the time of the Event.

5.3. If the Museum consents to the Hirer using a Supplier in connection with the Event:

5.3.1. the Hirer shall contract with the Supplier directly and at its own risk. The Museum gives no warranty as to the suitability of any Supplier for the Event and shall have no liability to the Hirer for any act or omission of any Supplier;

5.3.2. the Hirer shall be liable for the acts and omissions of the Supplier and hereby indemnifies, and shall keep indemnified, the Museum and the Board of Trustees in respect of any loss, damage, cost or expense that either

may suffer or incur as a result of any act or omission on the part of the Supplier in connection with the Event (including any failure by the Hirer to settle the Supplier's charges);

5.3.3. (if requested to do so by the Museum) the Hirer must no later than 7 working days prior to the Event submit a copy of the Supplier's public liability insurance policy together with details of any claims made against that policy in the previous 12 months to the Museum; and

5.3.4. The Hirer shall procure that the Supplier promptly complies with any instructions, procedures, policies or rules provided by the Supplier by the Museum in connection with the Event.

6. Payments

6.1. In consideration of the grant of the licence contained in clause 1 above, the Hirer shall pay to the Museum:

- 6.1.1. The Hire Charge payable in advance against the Museum's invoice in accordance with clause 6.2 below;
- 6.1.2. any Additional Hire Charges attributable to the Event, as may be invoiced by the Museum to the Hirer on an ad hoc basis, and which shall be payable by the Hirer within 30 days of the date of the invoice.

6.2. The Museum shall issue its invoice for the Hire Charge upon signature of this Agreement. The Hirer shall pay the Hire Charge within 30 days of the Museum's invoice, unless the Event is due to take place in 30 days or less from the invoice date, in which case the Hire Charge shall be paid immediately upon receipt of the invoice, and in any case prior to the date of the Event. All other sums, including the Additional Hire Charges, shall be paid within thirty days of the invoice date.

6.3. The parties agree that all charges (and any other sums) due under this Agreement (the "**Charges**") shall be paid:

- 6.3.1. in accordance with this Clause 6;
- 6.3.2. in British Pound Sterling (GBP);
- 6.3.3. by bank transfer to an account nominated by the Museum;
- 6.3.4. with any VAT due thereon and/or its equivalent in any international jurisdiction together with any equivalent local sales tax and any other local taxes shall be payable in addition to all sums payable by the Hirer;
- 6.3.5. paid without being subject to any setoff, deductions or withholdings. If the Hirer is required by applicable law to withhold or deduct any amount from such sums, the Hirer shall pay any additional amounts necessary to ensure that the Museum is in the same position as it would have been in had no deductions or withholdings been required; and
- 6.3.6. are non-refundable except as set out expressly in this Agreement.

6.4. The Hirer acknowledges that time is of the essence in respect of the payment of the Hire Charge.

6.5. Any overdue sums shall carry interest daily at the rate of 4% above the Barclays Bank plc base rate from time to time in force from the due date until payment is received by the Museum.

6.6. For the avoidance of doubt, the Hirer shall not be entitled to a reduction in the Hire Charge or Additional Hire Charges if the number of Attendees is less than the number stated in the Front Sheet or the revised number of Attendees notified to the Museum under Clause 2.1.10.

7. Indemnity and Insurance

7.1. The Hirer shall indemnify and keep indemnified the Museum and the Board of Trustees against all claims, damages, liabilities, actions, costs, fees and expenses (including professional expenses) suffered or incurred by the Museum and/or the Board of Trustees as a result of the Event or arising out of the Hirer's and its employees' and sub-contractors' use of the Event Space or out of any breaches by the Hirer of its obligations under this Agreement or resulting in any way from the conduct of any of the persons attending the Event but excluding any claims damages liabilities actions costs fees and expenses arising out of the negligence of the Museum.

7.2. The Hirer shall maintain insurance cover against loss or damage arising out of the Event for a total indemnity limit of no less than £10,000,000 and shall supply a copy of such insurance policy to the Museum upon request.

8. Limitations and Exclusions of Liability

8.1. Nothing in this Agreement shall exclude or limit either parties' liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for any other head of liability whose exclusion or limitation is prohibited by law.

8.2. Subject to Clause 8.1, the Museum's (and the Board of Trustees) aggregate liability to the Hirer (or any third party including any Attendees, Suppliers, staff of the Hirer or other persons attending the Event) for any loss or damage arising in connection with the Event (and whether arising in tort (including negligence), breach of contract or otherwise) shall be limited to the total Charges which have been received by the Museum at the time such liability arose.

8.3. Subject to Clause 8.1, the terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.

8.4. Subject to Clause 8.1, the Museum (and the Board of Trustees) shall not be liable to the Hirer (or any Attendee, Supplier, Hirer staff or other person attending the Event) for:

- 8.4.1. any loss or damage arising in connection with the Event (and whether arising in tort (including negligence), breach of contract or otherwise); or
- 8.4.2. any delay in the performance of its obligations under this Agreement caused by any delay or default of the Hirer (or its employees, subcontractors or agents) in the performance of its obligations under this Agreement, and, in such circumstances, the Hirer shall meet all additional costs incurred by the Museum as a result of any such delay or default on the part of the Hirer, such costs to be paid as an Additional Hire Charge pursuant to Clause 6; or
- 8.4.3. any loss of profits, loss of goodwill, loss of reputation, business opportunity arising out of or in connection with a breach of this Agreement; or
- 8.4.4. any indirect, special or consequential loss arising out of or in connection with a breach of this Agreement.

8.5. Should the Museum cancel the Event pursuant to Clause 10.2, the Museum shall, unless there has been a breach of this Agreement by the Hirer, return the due proportion of the Charges paid by the Hirer at the point of cancellation but the Hirer and any other person attending the Event shall have no further claim whatsoever against the Museum in respect of the cancellation of the Event.

8.6. If the Hirer terminates this Agreement pursuant to Clause 10.4, the Museum shall, unless there has been a breach of this Agreement by the Hirer, return the due proportion of the Charges paid by the Hirer at the point of cancellation but the Hirer and any other person attending the Event shall have no further claim whatsoever against the Museum in respect of the cancellation of the Event.

8.7. Each party agrees that each of the exclusions and limitations in this Clause 8 are reasonable having regard to the nature of this Agreement and the relationship between the Hirer and the Museum. Each of the above exclusions or limitations shall be construed as separate and severable provisions of this Agreement.

9. Force Majeure

9.1. The Museum shall not be liable for any delay in performance or breach of this Agreement or termination of the licence granted to the Hirer due to any event beyond the Museum's control including (but not limited to) fire, flood, storm, strike, lockout, electrical failure, Act of God, explosion, war, act or threat or aftermath of terrorism and acts of governmental or parliamentary authority.

9.2. If this Agreement is terminated by the Museum in such circumstances, the Museum shall (unless there has been a breach of any of the terms of this Agreement by the Hirer), return the Charges paid up to the date of termination less any direct costs already incurred. In such circumstances, the Hirer and other persons attending the Event shall have no further claim whatsoever against the Museum in respect of the cancellation of this Agreement.

10. Termination and Cancellation

10.1. The Museum shall be entitled to terminate this Agreement forthwith by notice in writing (without prejudice to its other remedies) if:

10.1.1. the Hirer is in material or persistent breach of any of its obligations and has not (in the case of a breach which is capable of remedy) remedied the same within 7 days (or such other longer time as the Museum indicates) of a notice from the Museum requiring it to be remedied;

10.1.2. the Hirer is in breach of Clause 2.1.10, Clause 6.2, Clause 13 or Clause 14;

10.1.3. the Hirer suspends, or threatens to suspend, payment of any sums due to the Museum under this Agreement, is unable to pay any sums due to the Museum under this Agreement as they fall due or admits inability to pay any of these sums or commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Hirer; or an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Hirer; or a person becomes entitled to appoint a receiver over the assets of the Hirer, or a receiver is appointed over the assets of the Hirer; or a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 7 (seven) days; or

10.1.4. any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 10.1.3.

10.2. Subject to Clause 8.5, the Museum shall be entitled to cancel this Agreement by giving notice in writing to the Hirer and the Museum shall return the due proportion of the Charges paid by the Hirer at the point of cancellation.

10.3. The Hirer shall be entitled to terminate this Agreement by giving notice in writing to the Museum. If the Hirer terminates this Agreement in accordance with this Clause 10.3, it shall pay the relevant cancellation charge as set out below:

10.3.1. cancellation within the period of 1-30 days prior to the Event: 100% of the Hire Charge and 100% of any Additional Hire Charges already incurred;

10.3.2. cancellation within the period of 31-60 days prior to the Event: 75% of the Hire Charge and 100% of any Additional Hire Charges already incurred;

10.3.3. cancellation 61 days or more prior to the Event: 50% of the Hire Charge and 100% of any Additional Hire Charges already incurred.

10.4. If the Museum is unable to offer lift access to the Event Space and, pursuant to Clause 1.2, an alternative non-lift access route is proposed by the Museum which is not acceptable to the Hirer, the Hirer shall be entitled to terminate this Agreement by giving 3 days written notice. The Hirer acknowledges that this ability to terminate (and recover monies pursuant to Clause 8.6) shall be its sole remedy in such circumstances.

11. Consequences of Termination

11.1. In the event of termination or expiry of this Agreement for whatever reason:

11.1.1. all licences granted under this Agreement shall come to an end unless expressly stated otherwise by the Museum;

11.1.2. such termination or expiry shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued during the Agreement including the right to claim damages in respect of any breach of the Agreement; and

11.1.3. the Hirer shall remain liable for any costs incurred under this Agreement (including any Charges) for which the Museum has performed or in relation to which the Museum has incurred irrecoverable costs.

11.2. The expiry or termination of this Agreement shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

12. Data Protection

12.1. In this Agreement "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation, the Data Protection Act 2018, the Electronic Communications Regulations 2003 "Controller", "Processor", "Data Subject", "Personal Data" and "Personal Data Breach" shall mean as defined in the Data Protection Legislation

12.2. The parties will comply with all applicable requirements of the Data Protection Legislation.

12.3. The use of Personal Data obtained by the Museum in the course of this Agreement is set out in the Museum's business-to-business privacy policy available at <https://www.sciencemuseumgroup.org.uk/privacy-policy/>. In relation to information about the Hirer's Attendees and any Suppliers, the Hirer shall be the Controller and the Museum shall be the Processor. Such Personal Data shall be provided to enable the Museum to provide its services under this Agreement (and the Museum may share such Personal Data with the Caterer and the AV Service Provider for the provision of their respective services). Such Personal Data shall be retained for the duration of this Agreement only and may include Attendees' names, dietary requirements, accessibility requirements and or other pertinent information in respect of their attendance at the Event;

12.4. The Hirer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Museum for the duration and purposes of this Agreement.

12.5. The parties shall, in relation to any Personal Data processed in connection with the performance by the parties of their obligations under this agreement:

12.5.1. process that Personal Data only on the instructions of the Controller of that data (as set out in Clause 12.3 above) unless otherwise required by applicable laws;

12.5.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, accidental loss or destruction of, or damage to, Personal Data, with regard to the harm that might result and the nature of the data to be protected, the state of technological development and the cost of implementing any measures;

12.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

12.5.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the other party has been obtained and the conditions required by the Data Protection Legislation have been fulfilled;

12.5.5. assist the other party, at the other's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach

notifications, impact assessments and consultations with supervisory authorities or regulators;

12.5.6. notify the other party without undue delay on becoming aware of a Personal Data Breach;

12.5.7. at the written direction of the other party, delete or return Personal Data and copies thereof on termination of the agreement unless required by Applicable Law to store the Personal Data; and

12.5.8. maintain appropriate records and information to demonstrate its compliance with Data Protection Legislation.

13. Anti-Bribery

13.1. The Hirer shall:

13.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "**Relevant Requirements**");

13.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

13.1.3. comply with the Museum's ethics, anti-bribery and anti-corruption policies of the Museum, (the "**Relevant Policies**") which the Museum may update from time to time;

13.1.4. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 13.1.2, and will enforce them where appropriate; and

13.1.5. promptly report to the Museum any request or demand for any undue financial or other advantage of any kind received by The Hirer in connection with the performance of this Agreement.

14. Modern Slavery and Human Trafficking

14.1. The Hirer represents and warrants to the Museum that neither The Hirer nor any of its officers, employees, subcontractors or agents other persons associated with it has been before the commencement of this Agreement or will be during the term of this Agreement:

14.1.1. convicted of any offence involving slavery and human trafficking anywhere in the world; or

14.1.2. the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

14.2. The Hirer shall implement due diligence procedures for its suppliers, subcontractors, agents and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

15. Freedom of Information Act and the Environmental Information Regulations

15.1. For the purposes of this Clause: "**EIR**" means the UK Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulation; "**FOIA**" means the UK Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation; and "**Information**" has the meaning given under section 84 of FOIA; and "**Request for Information**" means any request for information under FOIA or EIR to the Museum or the Board of Trustees.

15.2. The Hirer acknowledges that the Museum and the Board or Trustees is subject to the requirements of the FOIA and EIR and shall assist and cooperate with the Museum and/or the Board of

Trustees to enable their compliance with their information disclosure obligations under the same.

15.3. The Hirer shall, and shall procure that its employees, agents, subcontractors and any other representatives shall:

15.3.1. provide the Museum with a copy of all Information it requests in relation to a Request for Information in its possession or power in the form that the Museum requires within five business days (or such other period as the Museum may specify) of that request for Information;

15.3.2. provide all necessary assistance as reasonably requested by the Museum to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR; and

15.3.3. not respond directly to a Request For Information unless authorised in writing to do so by the Information Commissioner's Office.

15.4. The Museum shall be responsible for determining, at its absolute discretion, whether any Information:

15.4.1. is exempt from disclosure in accordance with the provisions of FOIA or EIR; and/or

15.4.2. is to be disclosed in response to a Request for Information.

15.5. The Hirer acknowledges that the Museum and/or the Board of Trustees may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive. The Museum shall take reasonable steps to give the Hirer prior notice of such disclosure, or (failing that) to draw the disclosure to the Hirer's attention as soon as practicable after any such disclosure.

16. General

16.1. **Definitions:** In this Agreement the following words shall have the following meanings when capitalised unless the context requires otherwise: "**Access Routes**" means the routes to the Event Space through the Museum Site as described in Clause 1.2; "**Additional Hire Charge(s)**" means any charges in respect of Additional Services, cleaning, repair or replacement of damaged property, or other costs caused to the Museum by delay or default of the Hirer under Clause 8.4.2 or otherwise; "**Additional Services**" means any additional products and services to be provided by the Museum for the purposes of the Event agreed after the execution of this Agreement; "**Agreement**" means this agreement including the front sheet, the Hire Terms and any other documents appended to referred to herein as being included; "**Attendees**" means the guests and attendees of an Event; "**Board of Trustees**" means Board of Trustees of the Science Museum, Science Museum, Exhibition Road, London, SW7 2DD a body established under Section 9 of the National Heritage Act 1983 and the parent of SCMG Enterprises Limited; "**Charges**" means any and all charges due under this Agreement including the Hire Charge and the Additional Hire Charges; "**Event**" means the event described in part 4.2 of the front sheet to which this Agreement pertains; "**Event Capacity**" means the maximum capacity of the Event as described in part 4.5 of the Front Sheet; "**Event Schedule**" means the schedule for the Event which shall set out all pre-agreed details and services to be provided by Suppliers; "**Event Space**" means the space described in part 4.1 of the Front Sheet; "**Front Sheet**" means the front sheet of this Agreement; "**Hire Charge**" means the sum agreed between the parties for the hire of the Event Space; "**Hire Period**" means the period of hire of the Event Space as set out in part 4.4 of the front sheet; "**Hire Terms**" means these hire terms; "**Museum**" means SCMG Enterprises Limited (being the trading arm of the Board of Trustees of the Museum who trade as "Science Museum Group") a company established in England and Wales whose company number is 2196149 and whose registered address is Science Museum, Exhibition Road, London, SW7 4DD "**Museum Site**" means the Museum's site as more particularly described at 4.9 of the Front Sheet at which the Event Space is situated; and "**Special Terms**" means the terms set out in part 5 of the front sheet; "**Supplier(s)**" means individuals or companies supplying goods or services to the Hirer for the purposes of the Event;

16.2. **Interpretation:** In this Agreement:

16.2.1. Clause, sub-clause, Schedule and paragraph headings are inserted for convenience only and shall not affect the interpretation of this Agreement. References to Clauses, sub-clauses Schedules and Annexes are to the clauses, schedules and annexes of this Agreement;

16.2.2. unless the context requires otherwise, words in the singular shall include the plural and *vice versa*;

16.2.3. a reference to any party shall include that party's authorised representatives, successors and permitted assigns;

16.2.4. any words following the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

16.2.5. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.

16.3. **Confidentiality:** The Parties each agree to keep confidential at all times and not to use or disclose to any third party (without the express prior written approval of the other) any confidential information of the other party, which shall include the terms of this Agreement and any documents provided by one party to the other marked confidential. Provided always that this obligation shall not relate to any such information which:

16.3.1. is required to be disclosed for the purpose of fulfilling a Party's obligations under this Agreement;

16.3.2. comes into the public domain or is subsequently disclosed to the public (otherwise than through default of either party); and

16.3.3. is required to be disclosed by law.

16.4. **Entire Agreement:** This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the Event. No amendment of this Agreement shall be binding unless it is in writing signed by the duly authorised representatives of the parties.

16.5. **Assignment:** The Hirer may not assign its rights under this Agreement to any third party.

16.6. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without validating any of the remaining provisions of this Agreement.

16.7. **Waiver:** No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time.

16.8. **Rights of Third Parties:** Nothing in this Agreement shall confer (except where expressly stated) on any third party any benefit or right to enforce any term of this Agreement, including pursuant to the Contract (Rights of Third Parties) Act 1999 or any similar legislation anywhere in the world, except that the Board of Trustees shall be entitled to enforce and rely upon this Agreement where applicable.

16.9. **Relationship of the Parties:** Neither party shall in any way represent itself as being the other or the agent, partner, employee or representative of the other and shall not hold itself out as having any power or authority to incur any obligation of any nature express or implied on that others' behalf.

17. Law and Jurisdiction

This Agreement and its terms shall be governed by the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising out of or in connection with this Agreement.