

RUSSELL-COTES HIRE TERMS AND CONDITIONS

1. Definitions and Interpretation

The defined terms used in these terms and conditions shall have the meanings referred to in this Agreement and as follows:

Floorplan: the plan attached hereto and marked Floorplan
Galleries: the rooms marked H-K on the attached Floorplan
Garden: the gardens marked garden on the Location Plan
Historic House: the rooms marked C-G and L-T on the Floorplan
Location Plan: the plan attached hereto and marked Location Plan
Morning Room: the room marked E on the Floorplan.
Russell-Cotes: Russell-Cotes Art Gallery and Museum (Charity Number 306288), East Cliff Promenade, Bournemouth, BH1 3AA
Russell-Cotes Management: the manager of the Russell-Cotes or persons authorised by the manager to act on behalf of the Russell-Cotes at any given time.
Terms and Conditions: the agreement for the hire of rooms entered into between the Russell-Cotes Art Gallery & Museum and the Hirer

- 1.1 words in the singular include the plural and vice versa;
- 1.2 words importing individuals shall be treated as importing corporations and vice versa;
- 1.3 references to "the Hirer" shall be construed as including the Hirer's servants, agents, employees and any other person authorised by the Hirer to act on his behalf;
- 1.4 the headings used in these Terms and Conditions are all for reference only and shall not affect construction;
- 1.5 the words "including", "include" and words of similar effect shall not be deemed to limit the general effect of the words which precede them;
- 1.6 any reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them;
- 1.7 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 and all orders, notices, codes of practice and guidance made under it;
- 1.8 an obligation to do something includes an obligation to procure it to be done; and
- 1.9 an obligation not to do something includes an obligation not to allow it to be done.
- 1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. The Hire and Payment

- 2.1 Russell-Cotes agrees to exclusively hire out the Rooms to the Hirer for the Event during the Time Period on the Event Date and the Hirer agrees to pay the Hire Fee and abide by these Hire Terms and Conditions.
- 2.2 Russell-Cotes will open to the public during normal Opening Hours (Tuesday-Sunday and Bank Holiday Monday 10am to 5pm) and may hire out other rooms to other parties on the date of the hire.
- 2.3 The Hirer shall pay the Non-Returnable Deposit on the signing of the Terms and Conditions and the Balance not later than 28 days before the Event Date.
- 2.4 A provisional booking will not be legally binding until the Hirer pays the Non-Returnable Deposit to Russell-Cotes and signs and returns this Agreement to Russell-Cotes Management.
- 2.5 The Hirer must be 18 years or over and shall be responsible for all fees due.

3. Licences and Statutory Requirements

The Hirer shall ensure compliance by attendees of the Event with all licences or permissions and all statutory provisions affecting

Russell-Cotes by complying with the instructions provided by Russell-Cotes Management.

4. Catering

- 4.1 The Hirer shall obtain the approval of Russell-Cotes Management to the catering arrangements for the Event in advance (menu restrictions apply for conservation reasons). Details of existing caterers who work with Russell-Cotes can be supplied to the Hirer on request. During normal opening hours Russell-Cotes is contracted to use the in-house café operation for all catering arrangements.
- 4.2 The Hirer agrees to ensure all food and drink are only consumed in the Rooms. Food and drink are not permitted in the Historic House, with the exception of the Morning Room. Red wine is not permitted in the Galleries.
- 4.3 Only the official supplier agreed under clause 4.1 shall bring alcohol into the Venue.

5. Restrictions on Access to and the use of the rooms.

- 5.1 The number of attendees shall not exceed the Approved Number of People.
 - 5.2 The Hirer should liaise with Russell-Cotes Management in advance to obtain access to the Rooms beyond the Time Period. Additional charges will be incurred by the Hirer at the discretion of Russell-Cotes Management if the Event exceeds the Time Period.
 - 5.3 For conservation reasons it is the responsibility of the Hirer to make all members of their party aware of the following requirements.
 - 5.3.1 Only working assistance dogs are welcome.
 - 5.3.2 Stiletto heels may not be worn.
 - 5.3.3 Buggies, prams and large bags over 45cm are not permitted in the Historic House or Galleries.
 - 5.3.4 Floral displays and other organic materials are not allowed with the exception of Wedding personal bouquets and buttonholes provided by a professional florist.
 - 5.3.5 Helium balloons, confetti, party poppers, or similar, shall not be used in the Venue.
 - 5.3.6 Sweepstakes, raffle or other form of lottery are not permitted.
 - 5.3.7 Smoking is prohibited at the Venue.
 - 5.4 The Hirer shall obtain the approval of Russell-Cotes Management to the room set-up and lighting requirements in advance.
 - 5.5 The Hirer shall obtain the approval of Russell-Cotes Management to any of the Hirer's marketing material which is to be used for the Event at least 28 days before the Event provided that this clause shall not apply to weddings.
 - 5.6 Access to the Venue is via the Garden and as directed by the Russell-Cotes Management.
 - 5.7 The Hirer will be liable for any loss or damage, the Hirer or its guests causes to the Venue or its grounds, equipment, contents, fittings, sculptures, paintings and furniture and must indemnify the Russell-Cotes in respect of any loss and for any costs incurred for any additional conservation, cleaning, maintenance reasonably required as a result of a breach by the Hirer of these Hire Terms and Conditions.
- ### 6. Fire and Emergency Precautions
- 6.1 The Hirer must observe Russell-Cotes fire safety precautions as set from time to time by Russell-Cotes.
 - 6.2 Pyrotechnics of any kind are not permitted and no flammable, explosive, toxic or hazardous substances shall be brought into the Venue.

6.3 The Hirer shall obtain the approval of Russell-Cotes Management to the use of any additional electrical equipment. All electrical equipment must be PAT-tested.

7. Insurance and Indemnity

7.1 Russell-Cotes accepts no responsibility for injury to any persons or loss or damage sustained by such persons entering the Venue in connection with the Event, except where such injury arises from the negligence of Russell-Cotes, or fraud or fraudulent misrepresentation, or any other matter for which it would be illegal or unlawful for Russell-Cotes to exclude or limit liability.

7.2 Apart from weddings and for private family parties, the Hirer is required to take out public liability insurance for the Event for a sum insured of not less than ten million pounds for any one incident and employer's liability insurance (if appropriate) of not less than ten million pounds) unless alternative arrangements are agreed with Russell-Cotes. The Hirer will indemnify Russell-Cotes against any claims, actions, loss or damage brought against Russell-Cotes as a result of the Event.

8. Copyright and Licensing

8.1 The Hirer shall obtain prior approval of Russell-Cotes Management to any performances, photography or videos to occur at the Event in advance.

8.2 The Hirer shall ensure that if the Event comprises any performance or lecture in which the copyright subsists, the Hirer shall obtain the prior consent of the copyright owner.

9. Russell-Cotes Rights

9.1 Russell-Cotes reserves the right to amend or attach additional conditions to this Agreement at any time.

9.2 Nothing in the Agreement, shall prejudice or affect any of the rights, powers, duties and obligations exercisable by the Russell-Cotes.

9.3 Russell-Cotes reserves the right to stop any activity which Russell-Cotes Management reasonably believes is likely to cause damage to the interior or exterior of the Venue or to the safety of people at the Venue.

9.4 Russell-Cotes reserves the right to make changes to the Venue as Russell-Cotes thinks fit between the time Russell-Cotes accepts the Hirer's booking and the Event Date. Russell-Cotes will notify the Hirer of any significant changes to the Venue, but unless the change is one which Russell-Cotes (acting reasonably) believes will fundamentally change the Event, Russell-Cotes will not offer a refund, costs or compensation.

10. Cancellation by Hirer

The Hirer is liable for the balance of the Hire Fee unless written notice of cancellation is received at least 28 days prior to the Event.

11. Cancellation by the Russell-Cotes

Russell-Cotes reserves the right to cancel the Hirer's booking without liability to the Hirer and without obligation to refund the Non Returnable Deposit if:

11.1 The Balance of the Hire Fee is not received 28 days before the Event Date.

11.2 Russell-Cotes discovers that information provided by the Hirer has been deliberately concealed to the extent that Russell-Cotes would otherwise not have accepted the booking.

11.3 Russell-Cotes reasonably believes that the hire is likely to result in damage or loss of reputation to the Russell-Cotes, its contents, the grounds, or injury to people.

11.4 The Hirer has made substantial and material breaches of these Terms and Conditions.

12. Events outside Russell-Cotes control

Should Russell-Cotes have no alternative to delay, alter or cancel the Event due to events outside of its control, the sole liability to the Hirer shall be to refund to the Hirer any monies the Hirer has paid towards the Hire Fee. Circumstances outside of Russell-Cotes control include but are not limited to serious damage to the Venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility such as electric power, gas or water. In these circumstances, Russell-Cotes shall use every effort to notify the Hirer as soon as is reasonably practical.

13. General

13.1 The Hirer shall not delegate, novate or assign the agreement.

13.2 It is the Hirer's responsibility to book and pay the registrar for a wedding hire.

13.3 No person who is not a party to the terms and conditions shall have any rights under or in connection with them

13.4 Any complaints in connection with the use of the room(s) shall be made in writing to the Russell-Cotes Management.

13.5 By the Get out Time (unless agreed otherwise with Russell-Cotes Management), the Hirer shall have removed all articles brought to the Venue. If the Hirer fails to remove such articles Russell-Cotes may arrange for their removal and sale without incurring any liability for any loss or damage which may occur, and the cost of such removal shall be a debt due on demand by the Hirer. Russell-Cotes shall be entitled to retain any such proceeds of sale absolutely.

13.6 The Hirer shall leave the Rooms in a clean and tidy state and shall remove all rubbish from the Rooms and the Hirer shall reimburse Russell-Cotes the cost of any non-routine cleaning which may be required on demand.

13.7 Any error or omission in any information or document issued by Russell-Cotes shall be subject to correction by Russell-Cotes provided that the correction does not materially affect the Agreement.

13.8 If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

13.9 All written communications by the Hirer to the Museum must be sent by first class post to the Museum Manager, Russell-Cotes Art Gallery & Museum, Russell-Cotes Road, East Cliff, Bournemouth, BH1 3AA or by email if agreed with Russell Cotes Management in advance.

13.10 The Agreement incorporating these Hire Terms and Conditions shall be governed by English law (including any disputes arising out of them, whether contractual in nature or otherwise) and shall be subject to the exclusive jurisdiction of the English courts.