



THE KOPPEL PROJECT

EVENT HIRE TERMS AND CONDITIONS

Definitions

Definitions

"The Company" – THE KOPPEL PROJECT (Charity No. 1171650) and its employees

"The Organiser" – The individual(s), representative(s) of a company or organisation, responsible for the event or hire.

"The Building", "The Premises" – Common parts, areas and spaces within 49-50 Poland Street, London, W1F 7ND

1. Administration and Charges

1.1 The Koppel Project, (the Company), is prepared to offer facilities for functions to be held within specified spaces at 49-50 Poland Street, London, W1F 7ND. Application for use of spaces for functions will be accepted only if functions are considered reasonable and appropriate for the Company as a venue. The Company reserves the right at its absolute discretion to refuse any application for hire.

1.2 The Organiser must sign and return the Company's Event Hire Agreement and make a damage deposit payment and 50% of the balance of the hire charge for the booking to be confirmed. The Organiser must pay the remaining 50% of the balance of the hire charge cleared funds 7 working days in advance of the date of the hire. If the balance is not paid by the required date the reservation will be void and the deposit forfeit and the Company may require the whole or part of the balance to be paid forthwith by the Organiser as liquidated damages and not as a penalty.

1.3 The signed Event Hire Agreement constitutes acceptance of the Company's "Terms and Conditions for Hire of The Koppel Project Premises".

1.4 Those placing bookings (the Organiser) must fully and fairly represent the purpose for which accommodation is required.

1.5 An individual over the age of 18 must sign the contract. S/he must be present throughout the event and is responsible for ensuring that all sub-contractors, suppliers and others involved in the letting are aware of and comply with the terms and conditions of the hire.

1.6 Bookings by persons under 18 years will not be permitted.

1.7 If the Organiser is acting as an agent, the Organiser must declare the name of the client for whom he is acting and the nature of that client's business. Any misrepresentation may result in cancellation of the function at any time by the Company with forfeiture of the deposit. Under no circumstances may the Organiser sub-let or further offer for hire any of the accommodation booked. Bookings will only be accepted from persons or organisations that are using the premises. No block bookings will be accepted from agents or catering companies on behalf of others.

1.8 The Organiser must appoint their own authorised officer to deal with all enquiries and any emergencies that may arise before, during or after any Event. The Company will nominate its Client

Relationship Manager to represent it for the purposes of this hire and who will be the Organiser's main contact at the Company.

1.9 The full cost of opening the building, including the hire fee and associated staffing costs, must be met by the Organiser. The fee will normally be charged on the basis of the selected venue and the timings of the event

1.10 The Company reserves the right to reduce or waive the facility hire fee for partner organisations or for functions for the benefit of the Company.

1.11 Organisers should note that The Koppel Project Central gallery will be open as advertised on The Koppel Project website (www.thekoppelproject.com) Preparations by organisers for events will not be permitted in this public space during the install/de-install or duration of the event, except with prior written agreement from the Company.

1.12 A damage deposit will be returned within 28 days if the venue and equipment have not been damaged and have been left in a clean condition. If the venue has been damaged or left in a dirty condition, or additional hire charges, including time charges, have been incurred, an appropriate amount at the discretion of the Company will be deducted from the deposit and the balance returned to the Organiser.

1.13 Save to the extent that the Company may be indemnified by insurance, the Organiser is obliged to indemnify and keep the Company indemnified in all respects from and against all actions proceeding damages, losses, costs and expenses arising out of the use of the premises for the event or any other liability arising in any way from the Event Hire Agreement or any breach of any of the obligations on the part of the Organiser in it or the exercise or purported exercise of the permission given in the Venue Hire Agreement.

2. Cancellation Policy

2.1 Notification of cancelled bookings must be made in writing to the Company. Any cancellation will result in the forfeit of the deposit. If cancellation occurs less than 4 weeks prior to the booking the deposit and 50% venue fee will be forfeited.

2.2 The Company shall not be liable for any loss, damage or inconvenience whatsoever sustained due to any failure of supply of electricity, leakage of water, breakdown of machinery, fire, government restriction or act of God which may cause the premises of the building to be temporarily closed or the hiring to be interrupted or cancelled.

3. Equipment and Catering

3.1 The time agreed on the Venue Hire Agreement at which the event must finish must be strictly adhered to. The Organiser, the Organiser's party, and all guests must have left the building premises by that time.

3.2 Naked flames and gas bottles are not permitted in any part of the building except by special arrangement, agreed in writing, with the Company. Food and drink are not permitted in the exhibition spaces at the building. The use of vaporizers, aerosols, misting devices, bubble machines, smoke machines is not permitted except by special arrangement.

3.3 No drinks, alcoholic or otherwise, or glassware may be taken outside of the areas agreed in the Venue Hire Agreement or removed from the building.

3.4 Any alterations to the layout or appearance of any room must be discussed in advance with events staff.

3.5 No equipment brought by the Organiser or its sub-contractors may be connected to equipment belonging to the Company unless approved by the Company

3.6 If a cloakroom is set up, the Organiser must provide attendants or attendants will be provided by the Company at extra cost. The Company will not be liable for any loss from the cloakrooms or common parts howsoever caused.

4. Music and Entertainment

4.1 The Organiser shall ensure that music provided shall not cause a nuisance to nearby residents or occupiers of the building or adjacent buildings and any form of amplification shall be controlled by the Organiser to prevent such nuisance. The Company reserves the right to lower the volume of any music, and/or, to switch it off completely if requests to keep it at an acceptable level are breached.

4.2 The Organiser must specifically agree with the Company the precise type of entertainment to be provided (e.g. music and any cabaret or similar entertainment). Any specified maximum volume or level of sound for music or other entertainment must be strictly adhered to.

5. Observation of the Law

5.1 The Organiser must observe all relevant statutes including the Premises Act 2003 and all regulations, by-laws or other laws applicable to the hiring. The Organiser will diligently fulfill all duties or obligations imposed by the law and will indemnify the Company, its officers and servants against any breach thereof.

5.2 Events must strictly finish at the set time provided by the Company

5.3 If a bar is provided, this will close half an hour before the end of the event. Any music must stop 30 minutes before the event is to end.

5.3 No race nights, bingo or any other forms of gambling will be permitted or suffered on building premises at any time during the hiring.

5.4 The Company reserves the right to check the identity of guests consuming alcohol on the premises. The Company reserves the right to refuse to serve individuals who are not behaving in a seemly manner.

6. Health and Safety

6.1 Children under the age of 18 must be supervised at all times by parents or accompanying adults. The ratio of adults to children must be determined in advance of the booking and agreed upon in writing before confirmation.

6.2 Smoking is not permitted in any part of the building.

6.3 The Organiser and his/her representatives must adhere to the Company's health and safety procedures at all times.

7. Insurance

7.1 The Company does not accept responsibility for any property or article placed or left on the premises by the Organiser, or by any person for the use of the Hire, or by any person who is on the premises by the consent of the Organiser.

7.2 The Organiser will be responsible for the security and insurance of his/her works, products and equipment on the premises.

7.3 The Company will be responsible for providing coverage under the Company's public liability insurance up to £2 million. The Organiser will be responsible for arranging any additional licences or insurance and other relevant, where necessary.

8. Capacity

8.1 Organisers must ensure that the number of guests is as stated in the contract, including hire organisers and any other staff brought in by Organisers.

9. Security

9.1 The Company reserves the right for their representatives to be present in the building during the hire period and for Company employees to ward the areas in use. A member of the Organiser's organisation should be on hand at the entrance(s) to identify guests.

9.2 The Organiser must take instructions from the Company's staff and security personnel who will assume full control and responsibility for procedures, including, where appropriate, evacuation procedures in the event of his or her perception that any security matter, including bomb, fire, or the behaviour of those attending events, warrants such control and implementation of procedure.

9.3 Should the Company deem it necessary for a member of security to be present for the events in the building it will be stated on the Event Hire Agreement. Any additional charge for this security will be agreed in writing with the Organiser in advance of the event.

9.4 The Organiser will be responsible for keeping proper order and shall ensure that all persons attending the event shall behave safely and comply with any instructions they may receive from the Company staff and security personnel.

9.5 The Organiser, and all persons employed or associated with the Organiser, should not arrive before the hire start time unless by prior arrangement with the Company. On arrival, the Organiser should report to a member of the Company's staff. Relevant names and contact numbers are to be provided in advance.

9.7 The booking is limited to the hired space(s) agreed in the Event Hire Agreement. All common areas or those areas external to the hire space(s) are strictly for access and may not be used for event activity unless agreed in advance and included in the contract. The Organiser will be responsible for ensuring that no person in any way connected with the hire trespasses on parts of the Company's property other than the hired spaces and common areas.

9.9 The use, or distribution of illegal drugs will not be permitted or suffered at any time during the hiring. The Company reserves the right to end the hiring immediately and/or call the police in the event of any breach of this condition.

9.10 The Organiser will ensure that persons present at the hiring leave the premises and its immediate area in a quiet and orderly manner at the end of the Hire

10. Other conditions

10.1 After the event, the Organiser must remove from the building anything brought and placed therein by any person, and ensure that the spaces and the access routes are left in a tidy condition to the satisfaction of the Events Manager. The Company will not accept responsibility for loss or damage to any articles brought into the building by Hire organisers or guests.

10.2 The Company is responsible for general cleaning after an event, but may make an

additional charge for any cleaning considered by the Company to be in excess of normal use.

10.3 The Company reserves the right to change or alter these terms and conditions at any time and to impose further conditions, if necessary.

10.4 The Company reserves the right to recover from the Organiser all reasonable costs incurred in the removal of any poster, etc. from any of its property which contain reference to the letting and, for reimbursement to other owners for illegal flyposting on their properties. The Company reserves the right to deduct the costs of removal of such posters, bills, stickers etc. from the damages deposit before the return of any balance to the Organiser.

10.5 Items may only be delivered in advance or collected at a later date with the express written consent of the Company; all items are left entirely at the Organiser's risk. Goods or equipment left uncollected for longer than 5 working days may be disposed of by the Company at the Organisers cost.

10.6 No animals or birds, with the exception of guide dogs, may be brought into the building at any time.

10.7 The Company gives no warranty that the premises are legally or physically fit for any specific purpose.

10.9 The Company reserves the right to change displays of art and objects at any time in The Koppel Project Central gallery space.

10.10 If the Organiser fails to fulfil, or is in breach of any other condition or conditions hereof, he/she will pay to the Company on demand any costs or expenses, which the Company may incur in consequence of such failure or breach. In particular the Organiser will pay on demand the cost of making good any damage to the structure, furniture, fixtures, fittings, apparatus or other property of the Company or any person on or in the hired spaces or in the neighbourhood thereof sustained in connection with the hiring. Each breach of these terms and conditions will automatically incur a £500.00 minimum fine.