

**Barbican Centre**

Silk Street

London EC2Y 8DS

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barbican.org.uk

**Contractual Terms and Conditions**

Mayor and Commonalty and  
Citizens of the City of London - as owner founder and principal  
funder of the Barbican Centre ("The Centre or Barbican Centre")

**barbican**



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

## Conditions relating to this Hiring Agreement

1 In the event of your cancelling the booking, the Barbican Centre shall be entitled to cancellation charges as detailed below:

1.1 Event range 1 - 650 people

If you cancel your booking with us in its entirety, we will levy the following cancellation charges:

1.1.1 Cancellation 180-120 days prior to the commencement of the event:  
25% of the total booking value.

1.1.2 Cancellation 120-61 days prior to the commencement of the event:  
50% of the total booking value.

1.1.3 Cancellation 60-29 days prior to the commencement of the event:  
75% of the total booking value.

1.1.4 Cancellation less than 29 days prior to the commencement of the event:  
100% of the total booking value.

2 You will pay the balance of the charges, and the charges for any additional services provided at your request, within 14 days of date of invoice.

After the contract has been signed and Deposit invoice paid, should your estimated numbers and additional services exceed 30% of your contracted value, an additional deposit invoice will be issued for payment of these items prior to the event date.

3 In the event of your failing to vacate any of the areas at the expiration of any of the periods of time mentioned above, you shall pay to the Barbican on demand a sum equal to twice the hourly rate of the Hire charges for the areas concerned for each hour or part of an hour during which such areas continue to be occupied by you, together with the amount of any damages (including legal expenses) properly payable by the Corporation to any subsequent Hirer of any part of the areas who suffers loss as a result of your failure to vacate.

4 The additional services referred to in Paragraph 2 above together with charges for such services shall be those identified in the Schedule to be attached and initialled by or on behalf of the persons signing this letter and the acceptance thereof.

5 This reservation is based on the minimum catering quantity as detailed in the confirmation therefore cancellation/no show will be levied at 100% cost per person for the shortfall.

City of London Corporation ("The City")

Barbican Centre  
STANDARD CONDITIONS  
(Edition September 2023)

The following are the Standard Conditions applicable for the hire and use of parts of the Barbican Centre and where appropriate those parts of the Guildhall School of Music and Drama and the City of London School for Girls as referred to and set out in the Hiring Agreement.

1. Definitions & Interpretation.

1.1

The following words shall have the meanings set out below:

|                                  |   |
|----------------------------------|---|
| "Additional Services"            | means those additional services if any referred to in the Hiring Agreement incorporated in Schedule 3 (Optional Clauses) or subsequently provided at the Hirer's request;   |
| "the Hiring Agreement"           | means these Standard Conditions, Special Conditions and the Hiring Agreement together with such other documents as are more particularly referred to and defined in clause 31;  |
| "Box Office"                     | refers to the receipts from advance sales (and last minute sales) of tickets for events at the Centre;  |
| "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;   |
| "the Centre"                     | shall mean the Barbican Centre and (where appropriate) those parts of the Guildhall School of Music and Drama and the City of London School for Girls, which are referred to and set out in the Hiring Agreement;   |
| "the Centre's Resident Caterers" | means Searcys & Benugo  |
| "the City"                       | means all or any of the City of London Corporation or as represented by the Chief Executive Officer of the Centre;  |
| "Confidential Information"       | as referred to in this Hiring Agreement, means any information that is not in the public domain and is intended to be protected from disclosure (whether it is proprietary in nature or whether by contract, legal protections such as trade secret laws, or other means). Information may be confidential irrespective of whether it is specifically labelled "confidential", "proprietary" or otherwise, or whether it is oral, written, drawn or stored electronically. Alternatively, labelling information "confidential" or "proprietary" or other classification does not automatically make the information Confidential Information; |
| "City's Policies"                | refers to the various policies of the City and the Centre relating to areas of public safety, bribery and corruption on processing of personal data and others as are listed on the City's website as either made available on request or listed in the General Conditions;   |
| "Consents" and "Approvals"       | means all consents or approvals unless otherwise specified are to be given by the Chief Executive Officer   |
| "Data Protection Legislation"    | means the Data Protection Act 2018, relevant European Directives and Regulations governing Privacy and Electronic Communications and any national data protection laws and regulations enacted under those directives or otherwise, and any successor laws and regulations as amended from time to time;  |
| "Deposit"                        | means the sum of money referred to and particularised in the Hiring Agreement which will be paid by the Hirer upon signature of the Hiring Agreement;   |
| "Due Date"                       | refers to the date referred to either in Schedule 1 (Event Schedule, Hire Charges and Additional Services) or Schedule 2 (Special Conditions) being the date by which the Deposit for the Venue is required to be paid by the Hirer;  |
| "Event"                          | means the Event for which any use of the Venue is permitted by the Hiring Agreement the details of which are included in Schedule 1 (Event Schedule, Hire Charges and Additional Services) of the Hiring Agreement;   |
| "Force Majeure Event"            | A Force Majeure Event means any circumstance not within a Party's reasonable control including,   |

without limitation:

- a. acts of God, flood, drought, earthquake or other natural disaster;
- b. epidemic or pandemic;
- c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d. nuclear, chemical or biological contamination or sonic boom;
- e. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- f. collapse of buildings, fire, explosion or accident; and
- g. any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or companies in the same group as that Party);
- h. non-performance by suppliers or subcontractors (other than by companies in the same group as the Party seeking to rely on this clause);
- i. interruption or failure of utility service; and
- j. unforeseeable national events caused by occasional happenings such as (without the list being exhaustive) the death of the Monarch or other mourning following the death of a notable individual.

|                               |   |
|-------------------------------|---|
| "the Hirer"                   | means the person(s) firm(s) or company or companies named as the licensee 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;   |
| "Hire Charges"                | means the hire charges to be paid by the Hirer in accordance with the Hiring Agreement;   |
| "the Hiring Agreement"        | means any agreement for the hire and use of the Venue which incorporates these Standard Conditions;   |
| "the Chief Executive Officer" | means the Barbican Centre's Chief Executive Officer or the Chief Executive Officer 's duly authorised agent or representative whose details may be made known by the City to The Hirer from time to time;   |
| "Minimum Commitment"          | means the minimum charges set out in the Hiring Agreement, if appropriate;  |
| "Period of Hire"              | means the period of use of the Venue as specified in the Hiring Agreement and includes any time required by the Hirer to set up and clear the Venue;  |
| "Personal Data"               | means any information relating to an identified or identifiable natural person that is processed by a Party as a result of, or in connection with, the provision of the Hiring Agreement; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; |
| "Price List"                  | refers to the itemised costs per each item of consumables or service costs as made known by the Centre to the Hirer from time to time and reproduced for the purposes of the Event in Schedules 1 (Event Schedule) and 2 (Hire Charges and Special Conditions);   |
| "the Special Conditions"      | shall mean those conditions referred to in the Hiring Agreement which The Hirer and The City agree shall modify these Standard Conditions, which are to be found in the Hiring Agreement at Schedule 2 (Hire Charges and Special Conditions);   |
| "the Services"                | refers to the ensemble of the various items of commitment by the Centre to deliver the Event variously referred to as catering, technical engineering assistance for the Event, staff deployment, security personnel and/or equipment, furniture and any other sundry items that the Centre ordinarily deploys or uses for its day-to-day activities;   |

"Statutory Authority" refers to a person or body including a licensing authority, the police, the fire authority, planning officers, noise and nuisance officers, health and safety officers, waste management officers, trading standards officers and such other relevant officers who may wish to make an application, objection or representation under the relevant Act. "Statutory Authority" includes a person representing the same;

"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.

1.2 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.

1.3 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.

1.4 "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 sign the Hiring Agreement and send it to the City with the Deposit by the date stated in Schedule 2 (Hire Charges & Special Conditions) of the Hiring Agreement.

2.2 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 Hiring Agreement duly signed together with the agreed Deposit (or if agreed to be paid by installments then the first installment) by the Due Date or such other date as the City may in its absolute discretion agree and the City issues a formal notice of acceptance.

2.3 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 by the Due Date or such other date as may have been agreed in accordance with clause 2.1 above

2.4 The City shall send The Hirer the written notice of acceptance as confirmation of the booking within 14 days of 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. The City may also cancel the Hirer's booking or at the City's sole discretion re-price the Event and re-assess the Minimum Commitment if the estimated number of people expected to attend increases or decreases by more than 10% when compared with the estimated numbers stated on the Hiring Agreement. This may result in additional deposit payments being required.

## **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 and terminate the Hiring Agreement at any time with immediate effect and without any liability to the Hirer on the happening of a Force Majeure Event.

5.2 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 by the Due Date for payments 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.

5.3 The City may also cancel the Event and terminate the Hiring Agreement if, in the reasonable opinion of the Chief Executive Officer, it is necessary to perform or complete essential remedial or refurbishment works to any facilities forming part of the Hiring Agreement

(including the Venue).

- 5.4 The City will explore all reasonable alternative, including rescheduling dates, for any event booked if the Venue becomes unavailable or is cancelled to the Hirer as a result of State function events, banquet, ceremonies, State funerals, Ceremonial funerals, etc.
- 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 Hire Charges (if any) for hire and use of the Venue are stated in the Hiring Agreement at Schedule 1. The Hire 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 Centre's Price List current at the date of the Event. All Hire 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, Hire 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 fee equal to the Minimum Commitment plus such elements not taken into account.
- 6.2 The Hirer will pay all Hire 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 at Schedule 1 (Additional Services).
- 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 re-charge the Hirer the 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 added to and 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, but will be communicated to the Hirer as soon as the City becomes aware of them. 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 the amount due (less any Deposit held) within 30 days of receiving the City's invoice. Time for payment of any sum due from the Hirer (including the Deposit) shall be of the essence.
- 9.2 If the Hirer fails to pay the Deposit by the Due Date 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 due under the Hiring Agreement shall be paid, in sterling, in London without any deduction.
- 9.4 The City may retain any Box Office or other receipts held on the Hirer's behalf until the Hirer has paid all the sums owing to the City, whether under the Hiring Agreement or otherwise.

## **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 and 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 Chief Executive Officer may at their sole discretion designate an outdoor 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 Schedule 1 (Event Schedule) of 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 Chief Executive Officer will consider their 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 Chief Executive Officer's prior written consent.
- 12.7 If the Hirer proposes to use the Venue for the purposes of holding an exhibition the Hirer shall provide the Chief Executive Officer immediately upon request with a complete set of detailed drawings of the proposed exhibition and such other information in connection with such exhibition as the Chief Executive Officer may require including but not limited to fire and other regulatory certificates.
- 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.
- 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 Chief Executive Officer.
- 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 Chief Executive Officer.
- 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. Chief Executive Officer's Authority**

- 14.1 The Hirer shall:
- (a) comply with any requirement of or direction made by the Chief Executive Officer 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 their 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 Chief Executive Officer or their authorised agents or the Police to visit all parts of the Venue at any time and for any purpose.
- 14.2 The Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer;
  - (b) transmit, produce or reproduce by film, video, television or any other means any part of the Event without prior approval of the Chief Executive Officer 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 Chief Executive Officer 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 and the Hirer takes full responsibility and liability for any items left in 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 Chief Executive Officer, then the Chief Executive Officer 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 Chief Executive Officer) 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 licenses 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 Chief Executive Officer. 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.

18.5 The Hirer and attendees must comply with the Barbican's Zero Tolerance statement at <https://www.barbican.org.uk/your-visit/general-info/zero-tolerance>.

## **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 cancels the Event or terminates the Hiring 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 cannot 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 on written notice at any time;
- (a) If the Hirer commits any breach of clause 27 or becomes bankrupt, has a receiver, administrator or administrative receiver appointed, goes into liquidation, or ceases to carry on business.
  - (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 Hire Charges due under these Standard Conditions, the Hiring Agreement and any additional Hire Charges caused by the event of termination shall immediately become payable as a debt due to the City.
- 22.3 Either Party may terminate this Hiring Agreement if the booking cannot proceed due to a Force Majeure Event.

## **23. Freedom of Information**

- 23.1 Both the Hirer and the City are bound by the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR").
- 23.2 In the event that either receives a request in connection with this Hiring Agreement under the FOIA or the EIR, the other shall assist and cooperate with the recipient of the request at no charge and within such timescales as the recipient may reasonably specify to enable them to meet any requests for information in relation to this Hiring Agreement which are made.
- 23.3 The recipient of the request 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**

Failure by the City at any time to enforce the provisions of the Hiring Agreement or to require performance of any of the provisions of it may not be construed as a waiver of such provision and will not affect the validity of the Hiring Agreement or any part of it or the right of the City to enforce any provision of it.

## **25. Severance**

If any provision of the Hiring 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 provisions all of which will remain in full force and effect.

## **26. Partnership and Tenancy**

Nothing contained in this Hiring 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 any Equipment will, during the continuance of this Hiring 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 shall comply with the City's Policies including its anti-corruption policy available at this link <https://www.cityoflondon.gov.uk/about-the-city/anti-fraud-activities/Documents/anti-fraud-corruption-strategy-2017.pdf>;
- 27.2 In particular, any person or body engaged or appointed by the City either 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) will be committing the offence of bribery in accordance with section 1 of the Bribery Act 2010.
- 27.3 The provision of sub-clause 27.2 shall apply whether or not the giving offer or allowance was made by a) an employee agent or Sub Contractor of the person or body and b) authorised by the person or body.
- 27.4 The Hirer's attention is also drawn to the provisions of the Bribery Act 2010 and the National Code of Local Government Conduct (as amended from time to time).
- 27.5 The Hirer shall take all reasonable steps, in accordance with good industry practice to prevent any fraudulent activity by the Hirer and/or any of the Hirer's sub-contractors or artists, in connection with the receipt of monies from the City. The Hirer shall notify the City immediately if it has reason to suspect that.
- 27.6 The Hirer warrants that at all times it shall have in place adequate procedures designed to prevent acts of bribery from being committed by its employees or persons associated with it, and shall provide to Barbican at its request, within a reasonable time, proof of the existence and implementation of said procedures.

27.7 Any breach of this clause 27 shall be regarded as a fundamental breach of the Hiring Agreement allowing the City to terminate the Agreement with immediate effect and/or to recover from the Hirer any costs, expenses or damages that Barbican incurs as a result of such breach by the Hirer.

## **28. Data Protection and Data Sharing**

28.1 Both Parties acknowledge that for the purposes of the Data Protection Act 2018 and similar legislation affecting data protection in the United Kingdom ("Data Protection Legislation"), each Party is a data controller (where data controller has the meaning defined in the Data Protection Legislation) of its own personal data and shall at their own expense, ensure that they each comply with and assist each other with requirements of the Data Protection Legislation relating to the use of personal data.

28.2 The City will collect and process any personal information provided by the Hirer in accordance with the City's Privacy Notice at <https://www.barbican.org.uk/privacy>.

28.3 Both Parties will, when required, provide all reasonable assistance to each other in the preparation of any data protection impact assessment prior to commencing any processing that is likely to result in a high risk to individuals. Such assistance may, at the discretion of the Parties, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of data subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

28.4 Without prejudice to the generality of clause 28.3, both Parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to each other for the duration and purposes of this Agreement.

28.5 Both Parties shall ensure they have in place measures designed to keep Personal Data secure, which will have been reviewed and approved by both Parties acting in their capacity as the controller as appropriate to protect against a loss of Personal Data having taken account of the:

- (a) nature of the data to be protected;
- (b) harm that might result from a loss of Personal Data;
- (c) state of technological development; and
- (d) cost of implementing any measures;

28.6 Both Parties shall ensure that their personnel do not process Personal Data except in accordance with this Hiring Agreement.

28.7 Both Parties shall take all reasonable steps to ensure the reliability and integrity of any of their staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with their duties under this clause;
- (b) are subject to appropriate confidentiality undertakings;
- (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Hiring Agreement;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data;

28.8 Neither Party shall transfer Personal Data outside of the EU unless the prior written consent of the other Party has been obtained.

28.9 Each Party shall at the written direction of the other Party, delete or return Personal Data (and any copies of it), on termination of the Hiring Agreement unless prohibited by Law.

28.10 Both Parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with subject access requests relating to Personal Data.

28.11 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. Each Party may on not less than 30 Working Days' notice to the other Party amend this Hiring Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

28.12 All personal data from patrons will belong to the City in its capacity as data controller of its own Personal Data. The City retains the right to use any data collected via its Box Office System.

28.13 The Hirer shall only be granted access to such Personal Data in accordance with current Data Protection Legislation and subject to the terms of any separate data sharing agreement that may be entered into between the Parties.

## **29. Confidentiality**

29.1 Neither Party shall use any Confidential Information it receives from the other Party otherwise than for the purposes of this Hiring Agreement.

- (a) Subject to any express provisions to the contrary in this Hiring Agreement, the Parties shall keep secret and not disclose, and shall procure that their employees, sub-contractors and agents keep secret and do not disclose, any Confidential Information obtained by them by reason of this Hiring Agreement. This obligation shall not apply to information which:
- (b) is or becomes public knowledge (other than by breach of this clause);
- (c) is in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (d) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (e) is independently developed without access to the Confidential Information; or
- (f) 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.

29.2 In the event that either Party fails to comply with this clause 29, the other Party reserves the right to terminate this Hiring Agreement by notice in writing with immediate effect.

### **30. Equality and Discrimination**

30.1 The Hirer shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other legislation referring to equality of opportunity or access or any statutory modification or re-enactment of such statutes or any other statute, statutory instruments, byelaw or equivalent European legislation relating to equal opportunities or access which may be in force or come into force during the term of this Hiring Agreement.

30.2 Without prejudice to the generality of clause 30.1 the Hirer shall comply with the City's Equal Opportunities Statement a copy of which is available to consult at <https://www.cityoflondon.gov.uk/about-the-city/how-we-make-decisions/Documents/equal-opportunities-statement.pdf>.

30.3 The Hirer warrants that at no time will it be in breach of the City's Policies on modern slavery or human trafficking, whether it is engaging its own human resources or in cases where it is employing sub-contractors or agents in relation to any of the Events or other projects or services under this Hiring Agreement.

30.4 The Hirer shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations (and codes) from time to time in force, including but not limited to the Modern Slavery Act 2015.

### **31. The Hiring Agreement**

The Hiring Agreement will come into existence as described in clause 2.1 The Hiring Agreement will consist only of, these Standard Conditions and where relevant any of the following Schedules [Schedule 1 (Event Schedule, Hire Charges and Additional Services) and Schedule 2 (Special Conditions)] . These documents constitute the entire 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 Hiring Agreement. These Standard Conditions and the Special Conditions may only be amended if both of the Hirer and the City agree in writing.

### **32. About this Hiring Agreement**

32.1 This Agreement is made in England under English Law and subject to the jurisdiction of the Courts of England.

32.2 The Hirer may not sub-let or assign the Hiring Agreement without the City's prior written consent.

32.3 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.

32.4 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.

32.5 The City will pass to the Hirer the benefit of any of the usual licenses which may be held by the City relating to the Centre. The Hirer shall be responsible for ascertaining the need for and obtaining any licenses in relation to the Event which are not already held by the City.

32.6 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.

32.7 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.

32.8 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 thereof.

32.9 Any cancellation of the Event or termination of this Hiring Agreement shall be without prejudice to any right or remedy available to either the Hirer or the City before the cancellation or termination.