

Standard Conditions of Hire for Functions and Events

1. Definitions and Interpretations

1.1 In these Conditions the following definitions shall apply:

- a) "JDRF" refers to *The Juvenile Diabetes Research Foundation as set out in the Hire Agreement Summary Form.*
- b) "JDRF Representative" refers to *the person designated as the main point of contact in all matters regarding the Event, as set out in the Hire Agreement Summary Form.*
- c) "The Hirer" means *the person(s) or corporate body and/or its authorised representative making the application for the hire.*
- d) "Hire Agreement" means *the completed Hire Agreement Summary Form and these Standard Conditions of Hire and any other documents expressly incorporated, which together form a binding contract, between JDRF and the Hirer.*
- e) "The Venue" or "Site" refers to *any room at 17/18 Angel Gate, City Road, London, EC1V 2PT so designated in the Hire Agreement and to which the Hirer has been granted permission to enter and/or use under the Hire Agreement. "The Estate" refers to the Angel Gate site that contains the Venue and other businesses.*
- f) "The Event" shall mean *the title and/or description and details of the activity/function taking place at the Venue during the Period of Hire, as described in the Hire Agreement Summary Form.*
- g) "The Period of Hire" shall be *the period of time from the beginning of the Event and its end, including provision for set up and breakdown periods as may be required, and as described in the Hire Agreement Summary Form.*
- h) "The Hire Charge" refers to *the fee agreed between JDRF and the Hirer for the use of the Venue for the purposes of the Event.*
- i) "Force Majeure" means *any incident outside of the control of JDRF arising from:*
 - i) *the breakdown of equipment supplied by JDRF or by third parties;*
 - ii) *failure of electric supply;*
 - iii) *act of God, including but not limited to fire, flood or leakage of water;*
 - iv) *access to the site being precluded due to Government Legislation, police restriction or State occasion;*
 - v) *act of terrorism or other public disorder;*

which may cause the Venue to be closed or hiring to be interrupted or cancelled.

2. Hire Agreement

2.1 The date(s), time(s), Venue/area of hire and service(s) to be provided, will be agreed between the Hirer and JDRF and shall be detailed on the Hire Agreement Summary Form together with the permitted number of guests.

2.2 The Hirer will meet the costs of the Hire as set out in the Hire Agreement Summary Form and any additional fees that may be chargeable by JDRF for any alteration to numbers, services, times, dates or areas used.

3. Facilities

3.1 Entrance to 17/18 Angel Gate is via City Road (Gate 1). Entry through other numbered gates is permitted.

3.2 The Hirer may have access to the venue 45 minutes before the Event is due to start, provided that this does not precede 9:00am when the building opens.

3.3 Limited car parking facilities are available; refer to the Hire Agreement Summary Form for details. All offered car parking spaces are within a London Congestion Charge zone.

4. Use of the Venue

4.1 No part of the Venue or estate may be used for any unlawful purpose or in any unlawful way.

4.2 No animal is to be brought into the Venue without the prior consent of JDRF (service dogs will be exempted but JDRF requires prior notification).

4.3 Posters and decorations may only be attached to the walls or fabric of the Venue with blue-tack, and no other such fixing devices or adhesives. All posters and decorations must be taken down again by the end of the hire period.

4.4 Events must be brought to a close by 17:00 and the Hirer shall ensure that all participants shall have left the Venue by 17:30. If participants continue to use the Venue or Estate for hired purposes after 17:30, a penalty charge of £50 per half hour will apply.

4.8 Any activity likely to cause a noise nuisance is not permitted. Background music may be permitted with the prior consent of JDRF.

5. Signs, Placards and Advertisements

5.1 No placards or other articles are to be fixed to any part of the Venue or fabric of the building.

5.2 No posters, boards, signs, flags or other emblems or advertisements are to be displayed outside any part of the Venue or Estate without prior consent of JDRF.

5.3 In such instances where JDRF gives permission for any type of signage to be used the Hirer must follow the explicit instructions given by JDRF and JDRF reserves the right to remove any type of signage, for any reason.

5.4 Any damage caused by the use or removal of any signage will be repaired at the Hirer's expense.

6. Consumables

6.1 JDRF will only provide catering facilities for tea/coffee breaks to the Hirer for the Event. Any food or drink has to be consumed in the hired premises at the Event. JDRF can supply the contact details of recommended caterers on request.

7. Number of Guests

7.1 The maximum number of guests allowed within the Venue is governed by Fire and Health & Safety Regulations, this figure can be checked with a JDRF representative. If this number is exceeded JDRF may terminate the Event immediately without recompense to the Hirer.

8. Electrical Equipment

8.1 No lighting, heating, power or other electrical fittings or appliances in the Venue are to be altered, moved, or in any way interfered with.

8.2 No additional lighting, or any other electrical appliances are to be installed or used within the Venue without prior consent of JDRF.

8.3 Where JDRF has approved the use of additional electrical equipment the Hirer must ensure this equipment meets all relevant Health & Safety Legislation and requirements and the Hirer shall indemnify JDRF against all claims and expenses for any injury or damage caused by such equipment.

9. Copyright Works

9.1 The Hirer may not infringe or allow any copyright to be infringed.

10. Publicity, Photography and Media

10.1 If any media representative is likely to attend the event, JDRF must be notified in writing within at least one working day of the hire period.

10.2 Any advertising of the Event using JDRF information or images, or making reference to JDRF as a venue, must be approved by the marketing team at JDRF.

11. Gambling

11.1 No form of gambling is to be permitted to take place in the Venue.

12. Smoking

12.1 Smoking inside the Venue is against the law.

12.2 The Hirer shall be responsible for any costs arising as a result of any alarms and fire prevention systems being 'triggered' by participants or the Hirer's equipment at the Event. For the avoidance of doubt, no recompense for the curtailment or cancellation of any Event will be payable to the Hirer by JDRF occasioned by the 'triggering' of fire alarms.

13. Expiration of Period of Hire

13.1 The Hirer is to remove, or have removed, all equipment previously brought in by or on behalf of the Hirer, and within the times agreed on the Hire Agreement Summary Form.

14. Damage to the Building or Property

14.1 The Hirer is to take good care of, and not cause any damage to, the Venue or to any fittings or equipment belonging to JDRF.

14.2 The Hirer shall make good, or pay to be made good, any damage caused by any participant or person for whom the Hirer is responsible during the Period of Hire and/or during the “set up” / “clear up” periods unless such damage is occasioned by the negligence of JDRF.

15. Liability and Indemnity

15.1 Unless caused by the negligence of JDRF or its staff or agents and provided always that JDRF may at its discretion first decide whether they wish to settle a claim, the Hirer shall indemnify and hold harmless JDRF, its officers, employees and agents in full against any claim arising from the Hire in the event of any negative consequence of holding the event. This includes (but is not limited to) injury to people, damage to equipment and the raising of financial penalties or lawsuits.

15.2 JDRF accepts no responsibility for any errors or omissions appertaining to Event details not confirmed in writing to JDRF.

15.3 JDRF shall not be liable to the Hirer by reason of any loss sustained or inconvenience caused as a result of, or in any way arising out of cancellation or re-scheduling.

15.4 JDRF shall not be liable to the Hirer by reason of any delay in performing or any failure to perform any of JDRF’s obligations in relation to the Services if such delay or failure is due to any cause beyond JDRF’s reasonable control (as defined in ‘Force Majeure’).

16. Right of Entry

16.1 In respect of the security requirements and considerations in relation to the estate, JDRF reserves the right to refuse entry to any person, vehicle or piece of equipment to the estate at any time and for any reason without liability to the Hirer or any third party.

16.2 JDRF reserves the right for any duly authorised representative of JDRF to enter the Venue at any time during the Event for any good reason.

17. Payment of Hire Charge

17.1 The Hire Charge and any other agreed fees (together with, where applicable, VAT at the prevailing rate) must be fully paid prior to the commencement of the Period of Hire. JDRF shall issue an invoice to the Hirer upon receipt of the Hire Agreement Summary Form, which must be paid 7 days before the Period of Hire for the Event. Should the Period of Hire be within 7 days of receipt of the Hire Agreement Summary Form, then the Hire Charge will be immediately due.

18. Cancellation

18.1 Should the Hirer cancel the Event with more than 1 months' notice from the Period of Hire, a full refund of the Hire Charge will be given to the Hirer less a deduction of 20% to cover JDRF's administrative costs.

18.2 Should the Hirer cancel the Event with between 1 month and 1 weeks' notice from the Period of Hire, a refund of the Hire Charge will be given to the Hirer less a deduction of 30% to cover JDRF's administrative costs.

18.3 Should the Hirer cancel the Event with between 1 week and 48 hours' notice from the Period of Hire, a refund of the Hire Charge will be given to the Hirer less a deduction of 50%

18.4 Should the Hirer cancel the Event with less than 48 hours' notice from the Period of Hire, there will be no refund of the Hire Charge to the Hirer.

18.5 Should JDRF, for any reason, need to cancel the Event then a full refund of the Hire Charge will be made to the Hirer, with no deductions.