

# Rates

# 195

British Academy of Film and Television Arts

195 Piccadilly, London W1J 9LN

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[www.195piccadilly.co.uk](http://www.195piccadilly.co.uk)

The David Lean Room is hired in conjunction with The Princess Anne Theatre.

	David Lean Room	with The Princess Anne Theatre
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From 8am – 5pm

Standard	£4200	£6000
Industry	£2100	£3000
Non profit/Charity	£3150	£4500

From 6pm – 1am

Standard	£2000	£6000
Industry	£1000	£3000
Non profit/Charity	£1500	£4500

Half Day

Standard	£2500	£5000
Industry	£1250	£2500
Non profit/Charity	£1875	£3750

A late availability rate of £350 per hour is available for the Princess Anne Theatre, please ask for details.



# TERMS AND CONDITIONS OF HIRE

## 1. Definitions

In these Conditions, unless the context requires otherwise, the following expressions shall have the following meanings:

- 1.1 Contract – these Conditions and the Reservation Details.
- 1.2 BAFTA – the British Academy of Film and Television Arts.
- 1.3 Business Days – Monday to Friday inclusive, excluding any public holiday or bank holiday in England and Wales.
- 1.4 Booking – a reservation by the Client for an Event as specified in the Contract.
- 1.5 Client – the person, firm, company or other organisation party to this Contract as specified in the Reservation Details.
- 1.6 Company – BAFTA Management Limited.
- 1.7 Date of the Event – the date of the Event specified in the Reservation Details.
- 1.8 Event – the banquet, conference, presentation or other event booked by the Client under this Contract.
- 1.9 Force Majeure Event – any event beyond the reasonable control of the Company including but not limited to the events described in Condition 16.4.
- 1.10 Parties – the Company and the Client.
- 1.11 Premises – the BAFTA Centre at 195 Piccadilly, London W1.
- 1.12 Reservation Details – the form attached to these conditions specifying the particular details of the Event.
- 1.13 VAT – value added tax.

## 2. Conformations and guest numbers

- 2.1 All Bookings are provisional until the relevant Contract (signed by the Client) is countersigned on behalf of the Company and dated. The Company will provide to the Client a copy of the Contract once countersigned on behalf of the Company.
- 2.2 The Reservation Details shall specify the anticipated number of guests for the Event, the agreed minimum number of guests for the Event (the "Contract Minimum") and the maximum number of guests permissible for the particular room(s) reserved for the Event.
- 2.3 The maximum numbers of persons per function room are as follows:
  - 2.3.1 The Princess Anne Theatre – 213 persons;
  - 2.3.2 The David Lean Room – 200 persons;
  - 2.3.3 The Run Run Shaw Theatre – 40 persons;
  - 2.3.4 The Club Bars – 213 persons.
- 2.4 The Client must inform the Company of the number of guests it wishes to be catered for at the Event (the "Final Number") by at least 12 noon five Business Days before the Date of the Event. This Final Number will override the anticipated number specified but will not affect the Contract Minimum.
- 2.5 The Contract Minimum represents the minimum number of guests the Client guarantees will attend the Event and the Company has calculated its charges on this basis. The amount payable by the Client will therefore be calculated according to the highest of (a) the Contract Minimum (b) the Final Number or (c) the number who actually attend the Event.
- 2.6 If the Client notifies the Company in writing at least 45 days prior to the Date of the Event that the anticipated number of guests for that Event will be reduced by at least 10%, the Company shall use its reasonable endeavours to reallocate rooms so as to minimise its losses in respect of such reduced numbers. If the Client gives less than 45 days' notice or the Company is unable to eliminate its losses the Client shall remain liable to pay fees in respect of the Contract Minimum.
- 2.7 If the Client notifies the Company in writing at least 45 days before the Date of the Event that the anticipated number of guests for that Event will be increased by 10% or more, the Company shall use its reasonable endeavours to provide facilities and catering for such additional guests, but shall be under no obligation to do so. For the avoidance of doubt, the number of guests must not exceed the maximum number permitted in the relevant function room(s) for the Event.

## 3. Cancellation

- 3.1 If the Client wishes to cancel a Booking, such cancellation must be advised to the Company in the first instance verbally, followed by written notice of cancellation. Cancellation shall be effective, final and binding on the Business Day on which the Company receives written notice of cancellation ("Cancellation Date"). Any notice of cancellation received out of the hours of 9.00 am to 5.00 pm (inclusive) shall be deemed made on the next Business Day. Any postponement of any Event shall be considered as a cancellation under this Condition 3.
- 3.2 If the Client cancels a Booking, the Company will charge a cancellation fee. This cancellation fee shall be a percentage of the charges payable in respect of:
  - 3.2.1 room hire; and
  - 3.2.2 other charges for the Contract Minimum. The fee will vary according to the number of clear days (that is not counting the Cancellation Date and the first day of the Event) between the Cancellation Date and the Date of the Event ("Cancellation Notice"), as set out below. If the Event is cancelled within 45 Business Days before the Date of the Event, the Company is entitled to charge according to either the Final Number or the Contract Minimum at its discretion.

Cancellation Notice	Fee in respect of room hire and other charges
Over 120 days	10%
91-120 days	25%
46-90 days	50%
45 days or less	100%
- 3.3 The cancellation fees payable under this Condition 3 are a genuine pre-estimate of the loss the Company will incur arising out of a cancellation; the actual losses incurred by the Company may be greater or less than these cancellation fees; the cancellation fees payable will be reimbursed if the Company is able to find alternative business of a similar value in respect of the cancelled Event.
- 3.4 In addition to the cancellation fees due under Condition 3.2, the Client must reimburse the Company (on an indemnity basis) for any expenditure incurred in respect of any cancellation including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Event including but not limited to audio visual and lighting equipment, printing, floral decorations, photographers, musicians, entertainers, toastmasters and specialist food and beverages.
- 3.5 The Company may invoice the Client for any cancellation fees payable at any time after the cancellation. The Client shall pay such invoice within 7 days of the date of the invoice.

## 4. Cancellation by the Company

- 4.1 The Company may cancel the Booking if:
  - 4.1.1 in the Company's opinion the Event might prejudice the reputation of the Company;
  - 4.1.2 the Client is in breach of this contract and if the breach is capable of remedy, failure to remedy the breach within 7 days of receiving notice from the Company specifying the breach and requiring it to be remedied;
  - 4.1.3 the Client is more than 14 days in arrears of any payments due under Condition 5.1 or fails to pay any deposit due under Condition 5.3 for a period of 14 days or more; or
  - 4.1.4 the Company becomes aware of any deterioration in the Client's financial situation such that the Company reasonably considers the Client may not be able to fulfil its material obligations under the Contract.
- 4.2 The Company may charge the cancellation fees provided in Condition 3 in the event of any cancellation under Condition 4.1.
- 4.3 The Company shall be entitled to cancel any Booking at any time by written notice to the Client if the Company is prevented or hindered from carrying out its obligations under these Conditions due to a Force Majeure Event.

## 5. Payment

- 5.1 Payment
  - 5.1.1 Unless otherwise stated on the Reservation Details, the Client shall be invoiced for total fees (including roomhire charges) in respect of the Event in three tranches:
    - 5.1.1.1 Over 91 days to the Date of the Event 25% of the fees in respect of the Contract Minimum;
    - 5.1.1.2 91 days prior to the Date of the Event – a further 50% of the fees in respect of the Contract Minimum; and
    - 5.1.1.3 45 days prior to the Date of the Event – a further 25% of the fees in respect of the Contract Minimum. If – there are any balance of fees remaining, these must be paid with 7 days of the final invoice.
  - 5.1.2 Queries should be referred to the Company within 7 days of receipt of the relevant invoice and pending resolution of such query the invoice shall be payable in full save for such items which are in dispute. No allowance or refund can be made for meals and other elements not taken within the agreed package rate. Payment must be made in Pounds Sterling (UK) by such method as the parties shall agree in writing. All prices quoted in the Reservation Details are exclusive of VAT.
- 5.2 Deposits
  - 5.2.1 The Client must pay the deposit payment(s) specified in the Reservation Details. Should the Client fail to pay any such deposit within 7 days of the due date, the Company may treat the Booking as having been cancelled by the Client and:
    - 5.2.1.1 the Company may set-off any cancellation fees which become payable under Condition 3 against the deposit; and
    - 5.2.1.2 if the deposit held by the Company is greater than the amount of any cancellation fees payable, then the balance shall be refundable to the Client.
  - 5.2.2 Any payment due to the Company shall be payable in full without deduction or set-off. The Client shall not be entitled to set-off against these monies payable to the Company any losses, expenses, claims or damages suffered or incurred by the Client or any of its guests attending the Event.
- 5.3 Extras
  - 5.3.1 The Client shall pay the Company for any food and beverages or other goods and/or services not provided for in the Contract or otherwise in correspondence but made available upon request of the Client during the Event; and
  - 5.3.2 if the Client is in breach of any of these Conditions, the Company reserves the right to charge the Client for any expenses it incurs by reason of such failure including but not limited to, additional room hire charges, staff costs and any damages to property or the Premises.
- 5.4 Price
  - 5.4.1 Variations In the event of circumstances beyond the Company's control (including, but not limited to, increases in the standard rate of VAT), the Company reserves the right to vary the prices specified in the Contract to an extent which reflects such circumstances.

## 6. Late payment

- 6.1 If the Client fails to make any payment in full on the due date, the Company may charge interest on the outstanding amount at the rate of 2% above the base rate of National Westminster Bank Plc from time to time from the due date until the date of payment whether before or after judgement.
- 6.2 The parties agree that Condition 6.1 is a substantial remedy under section 8 of the Late Payment of Commercial Debts (Interest) Act 1998.

## 7. Provision of staff

- 7.1 Hire prices in respect of the hire of The Princess Anne Theatre include the provision of a projectionist.
- 7.2 Save as provided in Condition 7.1 hire charges do not include the provision of projectionist, technicians, commissioners, toastmasters or other specialist personnel which shall be charged to the Client separately.
- 7.3 The Client must at its own cost for the adequate supervision and control of the Event appoint an authorised person to be available at all times to deal with enquiries and emergencies and to ensure that all guests and other persons attending the Event comply with Condition 8.1.1.

## 8. The Event

- 8.1 Conduct
  - 8.1.1 The Client will at all times:
    - 8.1.1.1 conduct the Event in a legal orderly safe and propitious manner in accordance with the rules and regulations and directions issued from time to time by the Company;
    - 8.1.1.2 ensure that no damage is occasioned to the Premises, its fittings, decorations and furnishings;
    - 8.1.1.3 ensure that the conduct of the Event does not cause any nuisance or offence to other persons or guests visiting the Premises;
    - 8.1.1.4 ensure that its employees, contractors and guests do not enter any area or room in the Premises other than the common areas and those allocated for the Event;
    - 8.1.1.5 ensure that nothing is suffered or permitted that may violate or prejudice the fire insurance effected in respect of the Premises;
    - 8.1.1.6 allow the Company and its employees access to any and all areas of the Premises used by the Client during the Event; and
    - 8.1.1.7 ensure that in the conduct of the Event nothing is said or done during the Event which is immoral or of an impropitious nature or which might otherwise prejudice or injure or tend to do so the reputation of the Company or BAFTA and the Company shall have the right to suspend or terminate any Event which in its opinion would amount to a breach of this Condition.
  - 8.1.2 The Company reserves the right to exclude or eject as it reasonably thinks fit any persons from the Event whose behaviour or appearance it shall consider objectionable disruptive or otherwise unacceptable including any persons or employees engaged by the Client to provide entertainment or perform any other duties

at the Event and the Client shall in all ways co-operate to ensure compliance with the Company's requirements.

- 8.2 Property and Belongings
  - 8.2.1 The Company does not accept responsibility for the property or equipment of the Client, its guests, employees or contractors. Cloakrooms are provided for the convenience of the Client but any property or equipment deposited in the cloakrooms or left unattended at the Premises is left at the owner's risk and without any liability on the part of the Company for loss or damage to any such item.
  - 8.2.2 If the Client leaves any equipment, brochures or other items on the Premises after the Event the Company shall be entitled to remove and if necessary store such items and the Client shall reimburse the Company in respect of any cost of such transportation and/or storage.
- 8.3 Use of Equipment
  - 8.3.1 The Client shall not without the prior written consent of the Company install or leave at any time on the Premises any mechanical, electrical or other equipment. Where consent has been given, the Client shall be responsible for and ensure that all such equipment is compatible for use at the Premises (including its power supplies, other equipment and appliances) and that such equipment is installed and operated in a safe and efficient manner, for their normal purposes and in accordance with the manufacturer's instructions and the Health & Safety at Work Act 1974 and all relevant regulations. The Client's attention is drawn to Conditions 8.3 and 13.2.
- 8.4 Electricity
  - 8.4.1 The Client shall further pay an additional charge in respect of electricity consumed by the Client which is additional or supplementary to that normally consumed by the Company for heating and lighting and for the costs of installation of any special equipment required by the Client.
- 8.5 Complaints
  - 8.5.1 Any complaint arising from the Event must be made by the Client within 3 days of the Date of the Event.

## 9. Punctuality

- 9.1 The Client shall commence and terminate the Event promptly in accordance with the timings specified in the Reservation Details or at the times subsequently agreed with the Company in writing and will ensure that guests vacate the function rooms or other accommodation provided for their use at the agreed finish time.
- 9.2 Where the Company incurs additional costs due to the failure of the Client to comply with Condition 9.1 the Client shall reimburse the Company such additional costs incurred by the Company including without limitation any additional payments to waiting staff, projectionists and/or technicians.
- 9.3 The Client shall further indemnify the Company against any losses incurred by the Company due to the failure of the Client to comply with its obligations under Condition 9.1, including without limitation any losses incurred through the impairment or delay of any event due to take place after the agreed finish time.
- 9.4 The Company reserves the right to charge the Client at the relevant current hourly rate for use of the Premises after the agreed Finish time.

## 10. Exhibitions and displays

Neither the Client nor its agents or employees will erect any exhibition, stand or display or make any alterations or additions to the Premises or its settings or affix anything whatsoever to the doors, walls, ceilings or columns of the Premises without the prior written consent of the Company. Where the Client wishes to obtain such written consent it shall provide the Company with detailed plans for such proposed alterations, exhibits and/or displays which if agreed in writing, the Client shall not deviate from.

## 11. Fire exits and safety etc.

- 11.1 The Client will not do or omit to do nor allow its employees or agents to do anything that would cause a breach of the Company's fire regulations or would reasonably be deemed to cause an increased risk of the occurrence of a fire or otherwise affect the safety of all persons in or about the Premises.
- 11.2 The Client will ensure that:
  - 11.2.1 its employees, agents, contractors and guests are familiar with those exits and entrances to be used in cases of emergency and when required to do so the Company shall provide the Client with relevant floor plans;
  - 11.2.2 all gangways, exits and entrances are kept free from obstructions and in respect of fire exits are visible at all times. The Client will further ensure that all seating arrangements arranged by the Client do not impede or hinder speedy access and egress from the areas used for the Event in cases of emergency; and
  - 11.2.3 there is no dancing in the David Lean Room.

## 12. Food and beverage

Unless previously agreed otherwise in writing between the Company and the Client the Client will ensure that no food or beverages of any kind whatsoever are brought onto the Premises by any guests or other persons attending the Event and the Client will advise such persons accordingly.

## 13. Licensing and statutory regulations

- 13.1 The Client shall be responsible for ensuring all licences, registrations and statutory consents for the Event and for any services to be provided (other than by the Company) are in full force and effect. The Client shall (and shall ensure that its employees, contractors and guests shall) comply fully with any such licence, registration or consent. Without prejudice to this obligation, the Company may hold certain licences and the Client is advised to check with the Company to confirm which licences are held by the Company.
- 13.2 Where the function involves the performance of literary or musical works and/or the playing or showing of copyright sound recordings, films, broadcasts or other material, the Client warrants that it will prior to the date of the function obtain all necessary licences or permissions including those required under the Copyright Designs and Patents Act 1988 and shall indemnify the Company against any liability incurred by the Company arising as a result of any failure to obtain such licences or permissions.
- 13.3 The Client warrants that it will comply with all legal and regulatory requirements, rules, regulations and industry guidelines from time to time in force in the UK in using and occupying the telecommunications lines, independent acts of its agents or sub-contractors, any strike, lock out or other form of industrial action and environmental requirements.

## 14. Advertising and publicity

- 14.1 The Client shall not use the name of the Company or BAFTA in any publicity, advertising or promotion of the Event without the Company's prior written consent other than for the purpose of indicating the location of the Event.
- 14.2 The Client shall ensure that all publicity material is honest and decent and complies with all relevant legislation including without limitation the Misrepresentation Act 1967, the Consumer Protection Act 1987, the Trade Descriptions Act 1968 and the British Code of Advertising and Sales Promotions (or any successor or replacement Code).
- 14.3 The Client shall not without the prior express written permission of the Company use the name or trade-mark of the Company or any colourable imitation thereof, nor shall it photograph, televise, duplicate or reproduce the image of the BAFTA trophy without the express written permission of the Company.
- 14.4 The Client shall, at its own expense, shall provide the Company upon request with copies of all draft publicity material including tickets, leaflets, brochures and posters in respect of the Event.
- 14.5 Under no circumstances shall the Client place any signs or boards advertising the Event at or outside the Premises without the written permission of the Company.

## 15. Indemnities

- 15.1 The Client shall indemnify and keep indemnified the Company, its employees and/or agents against any and all losses, damages, costs, claims, demands or other liabilities suffered by or made against the Company, its employees and/or agents (whether direct, indirect or consequential and including, but not limited to, loss of profit and legal and other expenses) arising from or in connection with (1) any breach of these Conditions; and/or (2) use of the Premises for hosting of the Event; (3) any claim brought against the Company by a guest or third party unless such loss or claim was caused solely by the Company's negligence; and/or (4) all liability for death or personal injury caused by the negligence of the Client, its employees, agents, contractors or guests.
- 15.2 Where the Client requests the Company to arrange for the provision by third parties of goods and/or services on the Client's behalf, the Company shall do so as the agent of the Client and the Client shall fully indemnify the Company against all liabilities arising out of the use of such third parties.

## 16. Limitation of liability

- 16.1 Subject to Condition 16.4, the Company shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect, consequential or economic losses or loss of profits whatsoever arising.
- 16.2 In no event will the Company's liability for any loss or damage in contract or tort (including negligence) or otherwise, exceed the total amount paid by the Client for the Event.
- 16.3 The Company shall not be liable for any loss, damage, cost or claim as a result of any delay in performance or non performance of its obligations under these Conditions, to the extent that the delay or non performance is due to an event beyond its reasonable control (including, without limitation, act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government (including refusal or revocation of any licence or consent), fire, explosion, flood, power failure, failure of telecommunication lines, independent acts of its agents or sub-contractors, any strike, lock out or other form of industrial action).
- 16.4 The Company does not exclude or restrict its liability in respect of death or personal injury resulting from its negligence.

## 17. Set-off

The Client shall not be entitled to set-off against those monies payable to the Company under Condition 16, the amount of any claim against the Company by the Client or other person attending the Event.

## 18. Insurance

- 18.1 The Client shall unless otherwise agreed by the parties in writing effect and maintain at its own expense with an insurance company of repute public liability insurance and insurance in respect of any liability which it may incur under Conditions 3 or 16, in each case for such sum and range of cover as it shall deem appropriate (including but not limited to strikes, civil disturbances, acts of terrorism, war or threat of war, or power failure) but not less than £5,000,000 (five million) for any one incident or series of related incidents.
- 18.2 The Client shall ensure that the Company's interest is noted on the policy of insurance and the policy shall be shown to the Company upon reasonable request together with satisfactory evidence of the payment of premiums.

## 19. Confidentiality

The Client shall keep secret and confidential all technical, commercial and financial information, trade secrets, know-how and all information relating to the plans, intentions, market opportunities, transactions, affairs and/or business of the Company, its other clients and guests and shall not copy, use or disclose any such information to any third party, other than as may be necessary to comply with its obligations under these Conditions. The obligation of confidentiality shall not apply where the confidential information is required to be disclosed by operation of law, is in the Client's possession prior to disclosure by the Company, is or becomes generally available to the public through no act or default of the Client.

## 20. Notices

Any notice to be given under or in connection with these Conditions shall be delivered by hand, or sent by post or by fax to such person, address or fax number as either party may notify to the other from time to time by notice in writing. Such notice shall be deemed served if sent by hand upon delivery, if sent by first class post two working days after delivery and if sent by fax, on receipt of the fax confirmation provided always that a copy of any notice sent by fax is also sent by first class post on the date of transmission of the fax.

## 21. General

- 21.1 Nothing in these Conditions shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the parties.
- 21.2 The Client shall not without prior written consent of the Company:
  - 21.2.1 bind or in any way hold itself out as being able to bind the Company to any contract or create any liability against the Company; or
  - 21.2.2 delegate any of its duties or obligations, assign, sub-let, share occupation or otherwise deal with any contract between the Company and the Client pursuant to a Booking.
- 21.3 Each of the provisions contained in these Conditions is independent of every other such provision so that if any such provision is determined to be illegal, invalid and/or unenforceable, such determination will not affect any other provision of these Conditions, all of which will remain in full force and effect.
- 21.4 These Conditions and the documents they refer to constitute the entire Contract between the Company and the Client and supersede all previous Contracts, undertakings, negotiations or arrangements. No amendment or variation of these Conditions shall have effect unless it is in writing and signed by the authorised representatives of both parties.
- 21.5 Any failure to exercise or delay in exercising a right or remedy under these Conditions shall not constitute a waiver of the right or remedy or of any other rights or remedies.
- 21.6 Except as expressly provided in these Conditions, the rights and remedies contained in these Conditions are cumulative and shall be in addition to every other right or remedy provided by law or otherwise.
- 21.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any contract between the parties in respect of the Event and to which these Conditions apply.
- 21.8 These Conditions and the Contract between the Company and the Client shall be governed by and construed in accordance with the laws of England and the English courts shall have exclusive jurisdiction to determine any disputes which arise out of, under or in connection with these Conditions or the Event.