

Hospitality and Events Booking Form

Thank you for confirming that you wish to book an event with us. Our event management team are looking forward to working with you. To confirm your booking, please check the information below, fill in the blank sections, and return a signed copy to us at hospitality@nms.ac.uk.

Please do not hesitate to contact us should you require any further information at this stage.

Event Booking Information	
Date of Event:	
Time of Hire:	1700 till midnight
Location of Event:	Scottish Galleries for drinks reception and hire of the Entrance Hall & Grand Gallery
Type of Event:	Competition and Markets Authority Conference Dinner
Estimated Number of Guests:	
Agreed Facility Fee:	
Terms of Facility Fee:	Hire of the Scottish Galleries, Entrance Hall & Grand Gallery for up to guests from 1700 until midnight
Booker Contact Information	
Name:	
Company:	Competition and Markets Authority
Address:	Ty William Morgan 10 th Floor 6 Central Square Cardiff CF10 1XS
Telephone:	

Email:	[REDACTED]
Event Organiser: (if different from above)	
I agree to the booking information as described the sections above and also agree to the terms and conditions of hire as set out on the following pages.	
Print Name:	[REDACTED]
Signed:	[REDACTED]
Date:	09/08/2024
On behalf of NMS Enterprises Ltd, [REDACTED], agree to the booking information as described the sections above and also agree to the terms and conditions of hire as set out on the following pages.	
Signed:	[REDACTED]
Date:	11/01/2024

Next Steps...

Payment

You will shortly receive an invoice for 50% of the agreed room hire fee. A second invoice will be sent to you for the balance of the facility fee two months prior to the event. Please note that deposits are non-refundable and that your booking is not secured until we have received a signed copy of this form and deposit payment.

Event Manager

As soon as we receive your signed booking form, we will allocate you a dedicated event manager who will be your main point of contact going forward. They will help you to coordinate all aspects of your event and will be there on the day to make sure everything runs smoothly.

Caterer and Alcohol Licencing

Please select your approved caterer as early as possible, and no later than six weeks before an event, to ensure an alcohol licence can be obtained.

Approved Caterer	
If you have already selected a caterer, please inform who you have chosen here.	
Caterer:	

Event Suppliers

If you wish to use a non-approved production company, florist or entertainment company, then please note that a management fee will apply. This is due to the increased security checks, health and safety document approval and additional supervision requirements necessary in our museums. Please refer to your event manager for more information.

Good Housekeeping

All of our facilities are in located historic listed buildings and contain priceless objects of national importance. We therefore respectfully ask you to be kind to our collections and ensure that your event operations and guests do nothing to endanger the welfare and preservation of these items.

Terms and Conditions

Our terms and conditions of hire are set out below (pages 3 – 9). Please take time to read them carefully.

Thank You

Thank you for choosing National Museums Scotland for your event. If you have any queries at this stage, please contact our Hospitality and Events team on +44 (0)131 247 4113 or email hospitality@nms.ac.uk. Our postal address is NMS Enterprises Ltd (Hospitality and Events), National Museums Scotland, Chambers Street, Edinburgh, EH1 1JF.

NMS Enterprises Limited (Hospitality & Events) Standard Terms and Conditions of Hire

Definitions are set out at the end of these terms and conditions. For the purposes of this information, a 'Consumer Contract' shall mean any contract between NMSE and a person acting (i) as an individual and (ii) out with his trade, business or profession.

1. Booking

- 1.1. To make a booking, any prospective Hirer must submit a duly completed Booking Form to NMSE. The Booking Form must (amongst the other information required of the prospective Hirer) contain full details of the purpose for which the Hirer

requires the Venue. Any failure to provide full details of the purpose will be deemed to be a cancellation of the Event by the Hirer.

- 1.2. The Hirer shall be responsible for satisfying itself that the Venue is suitable for the proposed purpose of the hire. No warranty or guarantee as to the suitability of the Venue for the proposed purpose of the hire is given by NMSE. The Hirer shall use the Venue only for the purpose specified on the Booking Form.
- 1.3. Following receipt of a duly completed Booking Form and cleared funds in respect of the deposit payable in terms of paragraph 2 below, NMSE shall be deemed to have accepted the booking.

2. Payment of the Hire Charge

- 2.1. Where the Booking Form is received by NMSE more than one calendar month prior to the proposed Event:
 - 2.1.1. an initial deposit of 50% of the total Hire Charge shall be payable by the prospective Hirer and shall accompany the return of the Booking Form to NMSE; and
 - 2.1.2. two calendar months prior to the Event the prospective Hirer shall make payment of the remaining 50% of the total Hire Charge. This payment must be received in cleared funds by NMSE no later than 15 days after the date of the invoice.
- 2.2. Where the Booking Form is received by NMSE two calendar months or less before the proposed Event, a deposit of 100% of the total Hire Charge shall be payable and must accompany the Booking Form.
- 2.3. If the full balance or any other sum payable to NMSE is not paid by the due date, the Hirer shall pay NMSE interest on the outstanding balance at the rate of 4% above the base rate of the Bank of England from time to time, to be applied from the due date until the date when payment in cleared funds is received.
- 2.4. The Hire Charge is exclusive of VAT, which shall be charged on the Hire Charge at the prevailing rate.

3. Termination and Cancellation

- 3.1. Subject to clause 4 below, either party shall have the right to terminate the Hire Contract immediately upon giving written notice of termination to the other party, if the other party:
 - 3.1.1. fails to observe or perform any material term or condition of the Hire Contract and such default or breach (if capable of remedy) continues un-remedied for 20 days after the non-defaulting party has given notice in writing, specifying the breach and requiring the breach to be remedied; or
 - 3.1.2. becomes insolvent or goes into liquidation, receivership or administration, becomes bankrupt or is otherwise unable to pay its debts as they become due.
- 3.2. NMSE shall have the right to terminate the Hire Contract immediately upon giving written notice of termination to the Hirer if the Hirer fails to comply with any of its obligations set out in the Terms and/or the Hire Contract, including without limitation its payment obligations and/or those obligations imposed to protect the Museums. In the event that NMSE terminates the Hire Contract in any of the circumstances set out in paragraph 3.1 or this paragraph 3.2, the Hirer will be deemed to have cancelled the Event.
- 3.3. NMSE shall be entitled to cancel the Hire Contract on the occurrence of any circumstances beyond its reasonable control including, any act, event or circumstances beyond the control of NMS/NMSE which arises from or is attributable to (without limitation): fire, flood, explosion, earthquake, storm or other natural disaster; or civil commotion, hostilities (whether war is declared or not), sabotage, terrorist attack, chemical, biological or nuclear contamination; or the acts of any public authority or imposition of any government sanction, a mandatory measure is imposed by any Act of Parliament, statutory instrument, statutory power or decree passed, issued or exercised on behalf of the Scottish Government and/or the United Kingdom for the prevention or delay of the spread of Coronavirus, embargo or similar action; or compliance with any law, judgment, order or decree; or any labour dispute or strike (which for the avoidance of doubt shall include any strike action taken by employees of either NMSE or National Museums of Scotland ("NMS")); or the interruption or failure of any utility services or transport network; or the breakdown of any plant, equipment, machinery or supplies and/or the unavailability of any power or supplies. Without prejudice to the foregoing, if such circumstances occur, NMSE shall use its reasonable endeavours where so requested by the prospective Hirer to either re-schedule the Event or offer an alternative venue for the Event booked by the Hirer. If this is not possible or no such

request is received, NMSE's shall have no liability to the Hirer, however, it shall refund any part of the Hire Charge which it has received from the Hirer.

3.4. If the Hirer cancels the Event or is deemed to have cancelled the Event, provided NMSE is not in material breach of the Hire Contract, the Hirer will pay NMSE a cancellation fee calculated as follows:-

3.4.1. cancellation on the due date of the Event or within the period of 1 to 30 days (inclusive) prior to the Event: 100% of the Hire Charge;

3.4.2. cancellation within the period of 31 to 60 days (inclusive) prior to the Event: 75% of the Hire Charge; 3.4.3.

cancellation within the period of 61 to 120 days (inclusive) prior to the Event: 50% of the Hire Charge; or

3.4.4. cancellation 121 days or more prior to the Event: 25% of the Hire Charge.

3.5. NMSE shall be entitled to offset any deposit paid to NMSE by the Hirer against the cancellation fee due by the Hirer.

Receipt of the cancellation fee will not prejudice any additional legal rights NMSE may have. The parties agree that the cancellation fees referred to above represent a reasonable pre-estimate of the net loss that will be incurred by NMSE, based on NMSE's previous experience of what NMSE's losses would be likely to be, including but not limited to lost time, costs and expenses due to the cancellation by the Hirer.

4. Liability/Insurance

4.1. Subject to clause 4.3 below, the Hirer will be responsible for any loss, damage or injury arising from its hire of the Venue, including without limitation any loss or damage caused to the Venue, the property of the Museums, NMSE or any NMSE employee, agent or sub-contractor, caused by any act or omission of the Hirer and/or the Event Attendees (including without limitation any supplier employed by the Hirer in terms of clause 8 below).

4.2. Subject to clause 4.3 below, NMSE shall be liable for any loss of or damage to personal property only if caused by the fault of NMSE or its employees. The Hirer is advised, and must so advise the Event Attendees, to take responsibility for the care and security of their belongings.

4.3. Neither party to the Hire Contract shall be liable for any loss or damage caused by it or by its employees or agents (i) in circumstances where there is no breach of the Hire Contract or any other obligation or legal duty of care owed by it or by any of its employees or agents; or (ii) to the extent that such loss or damage happens as a side effect of primary loss or damage and is not reasonably foreseeable; or (iii) to the extent that the loss or damage results from the acts or omissions of the claiming party or any of its employees or agents and/or a breach by the claiming party of any term of the Hire Contract.

4.4. For all non-Consumer Contracts:

4.4.1. the Hirer shall indemnify and keep NMSE fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by any of the Museums and/or NMSE as a result of any breach, default or negligence on the part of the Hirer whether in contract or for breach of statutory duty or otherwise;

4.4.2. the total aggregate liability of NMSE (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the Hirer or other persons attending the Event for any loss or damage of whatsoever nature and howsoever caused, shall be limited to and in no circumstances shall exceed, an amount equivalent to the total Hire Charge received by NMSE from the Hirer; and

4.4.3. NMSE shall not be liable for any loss of revenue, loss of actual or anticipated profits, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss of, damage to or corruption of data, or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in this clause) whether such losses were foreseen, foreseeable, known or otherwise.

4.5. Nothing in these Terms, the Hire Contract or otherwise shall operate so as to exclude or in any way limit either party's liability for fraud, death or personal injury caused by its negligence.

5. Event Publicity

- 5.1. The Hirer shall comply with such requirements relating to the form, content, publication or distribution of any material relating to the Event as NMSE may at its discretion impose.
- 5.2. The use of any logos or any other Intellectual Property Rights belonging to the Board of Trustees of National Museums Scotland or NMSE requires the express written approval of NMSE.

6. Admission Tickets and Security

- 6.1. The Hirer must procure at its own cost and expense that all the Event Attendees receive letters, tickets or invitation cards clearly stating the entrance to the Venue to be used (being the entrance designated for that purpose by NMSE). A copy of such letter, ticket or invitation card must be provided to NMSE at least thirty days prior to the date of the Event. NMSE may require all Event Attendees to show the relevant letter, ticket or invitation on arrival. NMSE reserves the right to refuse entry to or to eject from the Venue at any time any person who does not have an invitation or other relevant authorisation to attend or who does not appear on the guest list supplied to the NMSE Events Office (as required under paragraph 6.2 below) or who otherwise behaves in a manner which NMSE in its sole discretion considers to be inappropriate. (By way of example only, inappropriate behaviour includes behaving in an abusive, threatening or anti-social manner, being drunk or disorderly or carrying an offensive weapon or an illegal substance.)
- 6.2. If requested, the Hirer must supply NMSE with a list of all Event Attendees clearly distinguishing between guests (and specifying which, if any of the guests are VIPs), speakers, organisers and suppliers, at least thirty days prior to the Event. Such information will be treated in the strictest confidence, unless otherwise agreed. If any of the Hirer's guests are likely to be security sensitive, the Hirer should inform the NMSE Events Office as soon as possible. If such presence necessitates additional security, NMSE reserves the right to charge an additional fee in respect of additional costs and expenses incurred as a result. The maximum number of guests attending the Event shall neither exceed the maximum numbers permitted by NMSE from time to time and notified to the Hirer, nor the number of Event Attendees on the list provided by the Hirer pursuant to this paragraph 6.2.
- 6.3. The Museums are non-smoking venues. This restriction must be observed by the Hirer and its Event Attendees at all times.

7. Equipment

- 7.1. National Museums Scotland and NMSE may be able to provide limited storage space prior to an event. This is subject to availability and must be requested in advance.
- 7.2. Any electrical equipment which the Hirer proposes or persons on its behalf propose to bring to or install at the Venue must be notified to the NMSE Events Office as soon as possible after the booking has been made and in any event no later than thirty days prior to the Event. All such equipment, leads and cables must comply with all relevant safety requirements. NMSE may at its sole discretion refuse to permit the presence of such equipment or impose conditions regarding its use.
- 7.3. The Hirer must book a site visit with the NMSE Events Office at least three weeks prior to the Event. Any suppliers to be used at the Event must also attend. The Hirer will be responsible for any additional and/or increased costs incurred as a result of its failure to fulfil this obligation. NMSE shall have no liability if it cannot fulfil a request received from the Hirer and/or is required to make a change to the specifications of the Event because it has received insufficient notice or information from the Hirer.

8. Catering & Other Suppliers

- 8.1. NMSE recommends that the Hirer uses a supplier (i.e. florists, lighting, audio visual services, entertainment) from NMSE's approved list. The Hirer must notify NMSE of its proposed suppliers as soon as possible after booking the Event and in any event not less than three months prior to the Event and shall obtain NMSE's prior approval of such supplier. Should it be agreed that a non-approved supplier can be used; a management fee will be applied.

- 8.2. If catering is required, the Hirer must use one of NMSE's accredited caterers, the identity of which must be notified to NMSE at least three months prior to the Event. A list of accredited caterers is available on request.
- 8.3. The following conditions must be observed by the caterer for the protection of the Museums and the Hirer is responsible for ensuring the caterer complies:
 - 8.3.1. Red wine can be served for sit down dining but is restricted in some galleries for standing receptions. Please ask your event manager for information.
 - 8.3.2. The use of gas flambos, calor gas and deep fat fryers on the premises is forbidden.
 - 8.3.3. The Caterer will provide protected floor coverings for all service areas within the public areas of the museums.
 - 8.3.4. The Caterer acknowledges that the events kitchen is a finishing kitchen and as such cooking and dishwashing facilities on the premises are very limited. The Hirer is responsible for the Caterer undertaking as much preparation and dishwashing as possible off the premises.
 - 8.3.5. The Caterer will ensure that all rough cleaning, including food leftovers, paper, etc., is completely cleared away following each event. If such items are to be collected from the premises the following morning, all such items must be stored in sealed containers.
 - 8.3.6. The Caterer will comply with all relevant statutory regulations and codes of conduct in respect of Health and Safety at Work, Fire regulations, Environmental Health, food and hygiene regulations and liquor licensing laws that are current at the applicable time. You will ensure that your staff similarly comply with all such requirements at all times.
 - 8.3.7. The Caterer will comply with all applicable legal provisions relating to discrimination in relation to employment on the grounds of sex, colour, race, ethnic or national origin or religion.
 - 8.3.8. While on the Museum premises, the Caterer will comply at all times with NMS/NMSE instructions in connection with event operations prior to, during and post event.
- 8.4. The Hirer undertakes not to cause any loss or damage, including without prejudice damage to the Venue or the Museums or any property of National Museums Scotland or NMSE, or injury to any person during its hire of the Venue. The Hirer undertakes to ensure that its employees, sub-agents, sub-contractors and any Event Attendee complies with this undertaking.
- 8.5. Preparations for the Event will not be permitted in any galleries open to the public before 5pm unless prior approval has been given by NMSE.
- 8.6. The Hirer will be responsible for ensuring that all floral decorations, and other equipment are removed at the end of the Event unless NMSE agrees otherwise.
- 8.7. Flowers that are not obtained from a certified pest free source as determined by NMSE at its sole discretion must be approved in advance by NMSE.
- 8.8. The Hirer must specifically agree in advance with NMSE and adhere to instructions regarding the sale of alcohol at the Event and the type of entertainment provided. Any specified maximum volume or level of sound of music or other entertainment shall be strictly adhered to.

9. Cleaning

- 9.1. The Hirer will ensure that the Venue is maintained at all times in a clean, tidy and safe condition. The Hirer shall ensure that all rough cleaning e.g. food leftovers, paper, decorations etc. is properly carried out immediately after the Event.
- 9.2. National Museums Scotland or NMSE will make arrangements for the cleaning of the premises to its normal standard for opening to the public. Depending on the nature of the Event, an additional charge may be included in or added to the Hire Charge to cover anticipated cleaning requirements. NMSE reserves the right to submit a further invoice if additional cleaning proves necessary to cover its reasonable costs of such additional cleaning.

10. Decoration & Entertainment

- 10.1. Any alterations to the Venue, including all plans for decoration, including fixing displays and for any "special effects" must be approved in advance by the NMSE. Any materials used should be fireproof. Decorations should not, in any

circumstances, be fixed to the fabric of the building with sticky tape or other similar material liable to damage surface finishes.

- 10.2. In no circumstances should decorations or any other thing be attached to, rested on, or otherwise come into contact with any exhibit of the Museums.
- 10.3. For the protection of the Collection, certain items are not permitted within the Museums; These include but are not limited to; helium balloons, smoke machines, dry ice, confetti, indoor fireworks, naked flames other than candles, live animals (other than Guide dogs).

11. Responsibility for and Enforcement of Conditions

- 11.1. The Hirer shall ensure that it and all Event Attendees observe all relevant NMSE regulations under these Terms and Conditions of Hire.
- 11.2. The Hirer shall nominate an individual who will ensure compliance with the Terms and Conditions of Hire on its behalf and will be available throughout the Event. NMSE Events Office will be given the name and contact details of this person at least thirty days prior to the Event.
- 11.3. NMSE will have a Visitor Services Event Team Leader on duty throughout the Event. This person has full authority to enforce these Terms on behalf of NMSE and the Hirer undertakes to comply and to use its best endeavours to procure that its Event Attendees comply with all reasonable directions made by the Visitor Services Event Team Leader during the Event.
- 11.4. The Hirer shall comply with all applicable laws and regulations, including without prejudice to the foregoing generality the Health and Safety at Work Act 1974 and all other laws and regulations arising in respect of the hire and the Event, and will comply with NMSE's safety requirements in operation at the time of the Event.
- 11.5. In addition to NMSE's right to charge an additional amount as set out in the Terms, NMSE shall be entitled, at its sole discretion, to make an additional charge to the Hirer for administration, security and any other additional arrangements arising or resulting from the Hirer's hire of the Venue. Any additional charge made by NMSE shall be payable within 14 days of the date of invoice.

12. Whole Agreement

- 12.1. The Hire Contract constitutes the whole agreement between the Hirer and NMSE in relation to its hire of the Venue and supersedes any prior representations, warranties or negotiations.

13. Severability

- 13.1. If any provision of the Hire Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Hire Contract and the remainder of such provision shall continue in full force and effect.
- 13.2. Each right or remedy of NMSE under the Hire Contract is without prejudice to any other right or remedy of NMSE whether under the Hire Contract or not.

14. Waiver

- 14.1. No waiver by NMSE of its rights in respect of any breach or any default under any provision of the Hire Contract by the Hirer shall be considered as a waiver of any rights in respect of a subsequent breach of the same or any other provision and will in no way affect the other terms of the Hire Contract.
- 14.2. Failure or delay by NMSE in enforcing or potentially enforcing any provision of the Hire Contract will not be construed as a waiver of any of its rights under the Hire Contract.

15. Assignment

15.1. The Hirer shall not be entitled to assign or transfer in whole or in part the benefit and/or burden of the Hire Contract or any part thereof without NMSE's prior written consent.

16. Proper Law

16.1. The formation, construction, validity and performance of the Hire Contract shall be governed in all respects by the laws of Scotland and the parties submit to the exclusive jurisdiction of the Scottish courts, except in the case of Consumer Contracts, where jurisdiction will be on a non-exclusive basis.

17. Definitions

In these standard terms and conditions the following expressions shall have the meanings attributed to them below (except where the context requires otherwise):

"Booking Form"	means the form submitted by the Hirer in connection with the hire of the Venue;
"Caterer"	means the caterer who is providing the food & beverages for the event
"Consumer Contract"	means any Hire Contract between NMSE and a person acting (i) as an individual and (ii) out with his trade, business or profession and "non-Consumer Contract" shall mean any Hire Contract which is not a Consumer Contract;
"Event"	means the event or function for which the Venue is being hired;
"Event Attendees"	means all persons present at the Venue at the invitation or behest of the Hirer for the purpose of organising or attending the Event including, without prejudice to the foregoing generality, all the Hirer's employees, guests, speakers and suppliers;
"Hire Charge"	means the fee agreed between the Hirer and NMSE for the hire of the Venue for the Event as agreed between NMSE and the Hirer and confirmed in writing by NMSE;
"the Hire Contract"	means the contract between NMSE and the Hirer incorporating the Terms;
"Hirer"	means the natural or legal person in whose name the booking is made as set out in the Booking Form;
"Hire Period"	means the period or periods specified in the Booking Form for which the Venue is to be hired;
"Intellectual Property Rights"	means rights in any patent, petty patent, registered or unregistered trade mark, trade and business name (including rights in any get-up or trade dress), domain name, utility model, know-how, together with any registered or unregistered design right, copyright, database rights, semiconductor topography rights, and any other industrial or commercial monopoly rights, which now subsist or may in the future subsist in any part of the world together with the right to apply for registration of such rights, and all applications, renewals, extensions and revisions thereof;
"Museums"	means the National Museum of Scotland, Chambers Street, Edinburgh; the National Museum of Flight, East Lothian; the National Museum of Rural Life, Wester Kitchside, Glasgow; and the National War Museum of Scotland, The Castle, Edinburgh;
"NMS"	means National Museums Scotland;

"NMSE"	means NMS Enterprises Limited;
"NMSE Events Office"	means any member of the Hospitality & Events team
"Terms"	means the standard terms and conditions of hire of NMSE as set out in this document; and
"Venue"	means that part of the Museums to be hired out as set out in the Booking Form.

References in this Agreement to "the Trustees" shall, where the context so admits, include NMSE and/or the Managing Director as hereinbefore defined and vice versa and references to NMS and NMSE shall include the other as appropriate.