

NATIONAL MINING MUSEUM SCOTLAND TRUST

STANDARD TERMS AND CONDITIONS FOR VENUE HIRE

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DEFINITIONS

“Museum” means the National Mining Museum Scotland Trust (incorporated as a charitable company limited by guarantee, company registration number SC088361, Scottish Charity number SC003227) having its regional office at Lady Victoria Colliery, Newtongrange, Midlothian

“The Hirer” means the party or parties who complete a booking form with the Museum

“Event” means the function or other event which is the subject of the Booking Contract

VENUE CAPACITY

The maximum number of persons to be allowed admission to the Premises (by room and type of Event being staged) at any one time is set out in the room Set Up and Capacities chart.

POWER HOUSE			
<i>SET UP</i>	<i>CAPACITIES</i>	<i>WEDDING SET UP</i>	<i>CAPACITIES</i>
Dinner and Dance	80	Wedding Ceremony	120
Dinner	120	Wedding Dinner	120
Standing buffet	130	Evening Celebration	150
Theatre style	120		
Classroom 3/5 to table	42 / 70		
Cabaret	55		

SAFETY LAMP ROOM	
<i>SET UP</i>	<i>CAPACITIES</i>
Boardroom	16
Theatre Style	30
Classroom	15

BLACK DIAMOND			
<i>SET UP</i>	<i>CAPACITIES</i>	<i>WEDDING SET UP</i>	<i>CAPACITIES</i>
Boardroom	12	Drinks Reception	60
Theatre Style	50		
Classroom	15		

SPECIAL EXHIBITION GALLERY			
<i>SET UP</i>	<i>CAPACITIES</i>	<i>WEDDING SET UP</i>	<i>CAPACITIES</i>
Boardroom	30	Drinks Reception	120
Theatre Style	80		
Classroom 3/5 to table	30 / 50		

MEMORIAL CENTRE			
		<i>WEDDING SET UP</i>	<i>CAPACITIES</i>
		Drinks Reception	70

VENUE HIRE FEE

ROOM	HALF DAY	FULL DAY
Power House	£180	£300
Safety Lamp Room	£78	£138
Black Diamond	£108	£186
Special Exhibition Gallery	£138	£210
Memorial Centre	£78	£138

Venue hire fees are subject to change without notice. Bookings where we have received deposits and signed contracts will not be affected by changes in prices.

Please note that **Wedding** fees are provided in a separate document.

BOOKING TIMES EXPLAINED

Half Day up to 4 hours

Full Day up to 8 hours

Full Evening up to 7 hours, from 6pm onwards

National Mining Museum Scotland hours of operation are 10am to 5pm (Apr-Oct) and 10am to 4pm (Nov-Mar). Please note we do not hire the room hourly.

DAYTIME bookings out-with those times will incur an additional fee of £30 per hour and £66 per hour for evening hire. Hourly EVENING bookings are based on 4-hour minimum hiring time.

Any changes to the times of the Event must be requested before a booking is confirmed. Extensions to hire times incur additional charges. No variation in times will be permitted once an Event has started.

The Memorial Centre is only available to hire at the discretion of NMMS.

INCLUDED IN STANDARD VENUE HIRE FEE

The following items are included:

Exclusive use of booked room(s)

Round banquet tables seats up to 10 people (excludes linen)

Trestle tables seats 6 people (excludes linen)

Chairs (without covers)

Wi-Fi (ground floor of Museum)

Venue parking (coach parking available)

INCLUDED IN WEDDING VENUE HIRE

Power House and one additional room for drinks reception

Round banquet tables seats up to 10 people (excludes linen)

Trestle tables seats 6 people (excludes linen)

Small cake table

Banquet chairs without chair covers

Permission to take Wedding photographs in the Museum using the Hirer's photographer (exhibitions and galleries available during opening hours)

Wi-Fi (ground floor of Museum)

Venue parking (coach parking available)

GENERAL

The Museum reserves the right, exercisable at its entire discretion, to refuse admission to the Venue to any particular Guest or Guests in the interests of security and/or good management.

The Museum may decline hire requests for any reason at any time prior to conclusion of an Agreement.

The Hirer accepts that the Venue which is made available in accordance with the Agreement are in all respects fit for the purpose for which they are required. No warranty whatsoever is provided by the Museum that any Venue is authorised by statute for any specific purpose.

HIRER'S OBLIGATIONS

The Hirer agrees and undertakes to ensure:

- i. That the Venue will only be used for the Event.
- ii. That the Event will be conducted in a safe and responsible manner and in accordance with the Museum's Health and Safety Policy, and all relevant regulations, requirements and bye-laws. Where relevant, and in particular where the services of a third party have been engaged, the Hirer will provide evidence of suitable public liability cover, policy statements on safe working practices and relevant risk assessments.
- iii. That the Hirer will have sole responsibility for the administration and organisation of the Event, subject to the Museum's overall administration.
- iv. That all instructions given by Museum Staff with regard to the use of the Venue, and the organisation of the Event, are strictly complied with.
- v. That the Hirer is required, with the assistance of Museum Staff, to familiarise him/herself with the layout of the Venue being hired, the positioning of fire appliances and with evacuation procedures, a copy of which is posted in the Venue and will have been given previously to the Hirer.

- vi. That the Venue will be vacated and left in a neat and tidy condition immediately at the end of the hire period and that all property of Guests attending the Event shall be removed.
- vii. That the provision of the Venue is conditional upon the Hirer completing a site visit of the Venue prior to concluding the Agreement to ensure the Hirer is satisfied that the Facilities meet their expectation. The Museum has endeavoured to describe all Facilities as accurately as possible in all literature and on its website. If, for whatever reason, a site visit does not take place the Museum will not accept any liability for the Facilities not meeting the Hirer's expectation thereafter.

WEDDING COORDINATION

The hire of the venue includes items listed above. The Museum does not have an onsite Wedding Coordinator. Museum staff members will be able to provide some assistance in regards to wedding day planning, however this will be limited. If the Hirer requires a full wedding coordination service the Hirer will need to independently organise this service.

ADDITIONAL FEES

TECHNICAL EQUIPMENT

Additional equipment is available to hire for a daily fee as laid out in the venue hire costs document. Details of required equipment must be confirmed no later than 7 working days in advance. The Hirer will be liable for the loss or damage of any equipment.

PA system	£6.00	
Projector with stand and screen	£18.00	
Laptop	£18.00	
Flip charts (each) and markers	£3.00	
Handheld microphone	£3.00	
Lapel radio microphone	£3.00	
Mircophone stand	£2.40	
Table Linen (per table)	£9.60	automatically added to cabaret layouts/catering

STAFFING

For bookings particularly in the evening additional staffing might be required to fulfil your requests. Additional staff are currently billed at £12.00 per hour. On these occasions you will be informed of the requirement for more staff and once agreed the cost will be added to the overall venue hire fee.

ACCESS ONTO THE PREMISES AND AVAILABILITY

- i. Access to the venue begins at the time of venue hire. If additional time to set-up and takedown is required this should be included when booking. (e.g. If the event starts at 2:00 PM, but the Hirer would like to access the venue at 9:00 AM, the booking will begin at 9:00 AM)
- ii. Please note that the Museum will not allow access to the venue outwith the scheduled venue hire timings for the Hirer or its attendees, staff, performers, vendors or any other persons associated with the hiring.
- iii. The Hirer and any people associated with the hiring must have vacated and be clear of the venue by the time of completion of the hire period, as set out in the Booking Form. Failure to depart at the allotted time will result in an additional hourly fee as laid out in the venue hire costs document.
- iv. The Hirer is responsible for providing table plans, floor plans, all audio visual requirements, and room layouts a minimum of 14 days prior to the booking. Failure to do so can result in equipment being unavailable.

PRICE AND PAYMENT

All prices are inclusive of VAT. Prices are liable to change at any time, but changes will not affect bookings where the Museum has already sent a Booking Confirmation and a deposit has been paid, except in cases of manifest error.

DEPOSITS

A deposit equivalent to 25% of the full amount, including VAT, is payable upon acceptance of the booking to reserve the venue. A deposit invoice will be sent to you by the Museum, deposits not paid within 10 working days will be considered not booked and the date will be released.

FINAL PAYMENT

The remaining balance of the invoice is payable in full 14 days prior to the venue hire date. Wedding Packages require the remaining balance to be paid in full 28 days prior to the venue hire date.

CANCELLATION

A Hirer can cancel a booking due to Force Majeure which is any reason beyond the Hirer's control such as National Mourning, War, Fire, Strikes or Lock-outs directly affecting the venue, or the Order of the Licensing or any Public Authority having jurisdiction. In any such event the Hirer shall inform the Museum and Caterers in writing (email being acceptable for this purpose) of the cancellation as soon as possible. The following cancellation charges will apply:

- i. Cancellation up to 4 weeks of the date on which the Services are to be rendered – forfeit 25% of agreed charges;
- ii. Cancellation within 2 - 4 weeks of the date on which the Services are to be rendered - forfeit 50% of agreed charges; and
- iii. Cancellation within less than 2 weeks of the date on which the Services are to be rendered - forfeit 100% of agreed charges.

Should the Hirer fail to arrive on the date on which they have booked a room and have not given the Museum prior notice as above then the Hirer shall not be entitled to any refund, credit note or otherwise pursuant to the Museum's refunds policy.

MUSEUM OPENING HOURS

- i. The museum is open until 4pm (November to March) and 5pm (April to October). The Power House is separate and the Hirer will have exclusive use of the room.
- ii. Toilets and other facilities are located within the main museum area and are open to the public until the museum closes.
- iii. Public spaces (café, exhibition galleries) cannot be used during opening hours for drinks reception or other event activities (except access to toilets) while we are open to the public.
- iv. Site exclusivity can be arranged at the time of booking. The cost will be the average aggregate of museum and café takings during the exclusive period.

IN-HOUSE CATERING

- i. The Museum has internal caterers who provide all food, drink and bar service.
- ii. All food (excluding wedding or birthday cake) and bar service must be provided by the Museum's appointed on-site caterers.

RESTRICTIONS ON USE

- i. The Museum reserves all Intellectual Property rights and all other rights in and to the National Mining Museum Scotland logo. The logo must not be used to promote the Hirer's event or function without advance permission from the Museum.
- ii. If anything is considered by staff as likely to be undesirable, in breach of copyright, unsuitable or dangerous to any person or property inside or outside the Museum's premises, it shall on request be removed by the Hirer.

SMOKING

Smoking is not permitted anywhere within the Premises. There are designated smoking areas outside.

DECORATIONS

- i. Fresh or dried real flower petals are allowed. Other confetti, even biodegradable ones, are not permitted.
- ii. Glitter is not permitted inside the venue.
- iii. Helium balloons are not permitted inside the venue.
- iv. Open flamed candles are permitted, however they must be within enclosed jars or vases.
- v. Blu Tac, Sellotape or sticky substances are not permitted to be used on any painted surfaces including but not limited to the Beam Engine, Handrails, Doors or Windows.
- vi. Blu Tac, Sellotape or sticky substances are not permitted to be used on the floor.

vii. LOSS, DAMAGE OR INJURY

- i. Under no circumstances will the Museum make good or accept responsibility for or liability in respect of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Hirer in or upon the Premises
- ii. The Museum will not be liable for any loss occasioned to the Hirer as a result of the breakdown of equipment, a failure in the supply of electricity, a leakage or penetration of water, fire or explosion, a government restriction or an Act of God which may cause the Premises to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.
- iii. As soon as practicable after the holding of the Event, Museum staff will inspect and note any damage to the Facilities in a Damage Report. The Hirer will be given the opportunity to be present when the inspection is carried out.
- iv. The Hirer will be responsible for all damage noted in the Damage Report and will indemnify the Museum against all losses, damages, costs and expenses incurred or suffered by the Museum as a result thereof (except in respect of any damage caused by the Museum, its agents or employees or otherwise not being attributable to the holding of the Event).
- v. The Hirer shall not carry out any alteration to the Venue, alter or change any of the fixtures and fittings, decorations or equipment hired under the Agreement without first having obtained prior written consent from the Museum.

INDEMNITY AND INSURANCE

The Hirer shall be responsible for and keep the Museum fully indemnified against all damage, damages, losses, costs, expenses, actions, demands, claims and liabilities made against or incurred by the Museum (save to the extent that the same should arise from a negligent act or omission of the Museum) arising out of:

- i. Any act, omission or negligence of the Hirer or any person or persons at the Venue expressly or implicitly with the Hirer's authority or consent.
- ii. Any breach by the Hirer of these Conditions.
- iii. Where so indicated in the Booking Contract, the Hirer will take out the insurance(s) therein specified and will produce evidence of cover to the Museum no less than 21 days prior to the holding of the Event. Failure to do so will entitle the Museum, acting at its entire discretion, to cancel the Booking forthwith without notice.

The Hirer shall comply in every respect with any directions given by the Museum's insurers and Safety Services in relation to the holding of the Event.

Whilst the Museum uses all reasonable endeavours to ensure the safety of all persons and their possessions whilst at the Venue, no responsibility is accepted for the liability of property of any description including money, valuables, luggage, clothing or motor vehicles belonging to the Hirer or their Guests.

TERMINATION

In the event of any breach or non-observance of these Conditions by the Hirer, or by any person involved in the organisation of the Event, then the Museum may revoke with immediate effect the permission to use, or to have continued use of, the Venue. Where permission is revoked, all payments by the Hirer to the Museum shall be forfeited as liquidated damages.

DATA PROTECTION

The Hirer agrees that the Museum shall be entitled to use all personal data (as defined in the Data Protection Act 1998 or under the General Data Protection Regulations) provided by the Hirer for the purposes of performing its obligations and exercising its rights hereunder.

GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the laws of Scotland and the Courts of Scotland shall have exclusive jurisdiction in relation to any matter arising under or in respect of the Agreement.