

## **Southbank Centre Filming and Photography Terms and Conditions**

This agreement (the "Agreement ") is made between SCEL and the Producer, whereby it is agreed that:

1. SCEL shall grant and the Producer shall take a license to enter such parts of the Southbank Centre Estate as specified above (the "Location(s) "), for the purpose of commercial filming/photography (the "Shoot "), during the hours and on the days specified above.
2. This Agreement is subject to all necessary consents and licences under any relevant legislation being obtained and maintained by SCEL.
3. This Agreement shall be complete in itself and shall not be subject to either party's standard terms of business except for SCEL's standard conditions of hire which are incorporated by reference into this Agreement.
4. All filming is subject to negotiated terms and conditions as outlined by SCEL's Commercial Events Department.
5. Full payment must be made & received by SCEL in advance of the Shoot date.
6. If the Shoot is cancelled by the Hirer before the start of the Shoot, a cancellation fee shall be calculated as follows:

For shoots in external locations:

- (a) if the date upon which notice is received by SCEL of the Hirer's cancellation of the hire of the Venue is more than 72 hours before the start of the Hire Period then the Cancellation Fee shall be: 50% of the Hire Charge, the full estimated value of the Services Charge and such other losses, costs and/or expenses as SCEL may incur and/or has incurred as a result of such cancellation; or
- (b) if the date upon which notice is received by SCEL of the Hirer's cancellation the hire of the Venue is 72 hours or fewer than before the start of the Hire Period then the Cancellation Fee shall be: 100% of the Hire Charge, the full estimated value of the Services Charge and such other losses, costs and/or expenses as SCEL may and/or has incurred as a result of such cancellation.

For shoots in internal locations:

- (a) if the date upon which notice is received by SCEL of the Hirer's cancellation of the hire of the Venue is more than 10 working days before the start of the Hire Period then the Cancellation Fee shall be: 50% of the Hire Charge, the full estimated value of the Services Charge and such other losses, costs and/or expenses as SCEL may incur and/or has incurred as a result of such cancellation; or
- (b) if the date upon which notice is received by SCEL of the Hirer's cancellation the hire of the Venue is 10 working days or fewer than before the start of the Hire Period then the Cancellation Fee shall be: 100% of the Hire Charge, the full estimated value of the Services Charge and such other losses, costs and/or expenses as SCEL may and/or has incurred as a result of such cancellation.

7. If the Shoot overruns the Permitted Times stated above, the Producer will be charged the full hourly location fee for every hour or part of an hour thereafter.
8. The Commercial Events Department reserves the right to stop filming if it appears to be

overrunning or the crew has arrived late to the Southbank Centre.

9. Under no circumstances may the arranged filming/photography be altered (time, place or content)

without the express approval of the Commercial Events Department.

10. This Agreement is solely in regards to the locations listed above, as designated by the SCEL site map (available on FilmApp). The Producer must not film in other areas of Southbank Centre or the South Bank (eg National Theatre, Jubilee Gardens), unless express permission has been obtained from the landlord of those areas.

11. The Shoot must comply with the Producer's Method Statement and Risk Assessment. If the Shoot is not taking place in accordance with these documents, SCEL reserves the right to stop the Shoot immediately.

12. Whilst at the Location(s), the Producer agrees to be bound by all rules, regulations and policies relating to the premises and to comply with reasonable requests of SCEL's employees and agents.

13. Whilst at the Location(s), the Producer agrees to abide by SCEL's standard conditions of hire, available to view via the FilmApp website.

14. Filming of a blasphemous, salacious or derogatory nature will not be permitted.

15. It is the responsibility of the Producer to obtain permission from all/any parties concerned including third parties (eg members of the public who may be present at the Shoot).

16. If filming/photographing children, young people or vulnerable adults, permission must be obtained from parent, guardian or caregiver.

17. SCEL will not be responsible for clearing areas for Shoots.

18. Walkways and thoroughfares must not be blocked at any time.

19. Crews are responsible for making their Shoot secure. SCEL will not be held responsible for any loss of equipment or damage to equipment.

20. Unauthorised vehicles are not allowed on Queens Walk. All vehicular access to Queens Walk must be pre agreed with the Commercial Department.

21. In the event that heavy equipment is required to be used on Queens Walk, boarding may be required to protect paving slabs from damage. No weight should be placed on or over tree pits.

22. All trees on site are subject to conservation orders and must not be altered in any way.

23. Secret filming and interviewing the general public is not allowed on site. This includes 'vox pops'.

24. Free running/parkour is not permitted anywhere on site.

25. Additional security may be required if the Shoot takes place inside the buildings, in permitted to work areas or overnight.

26. Please be aware that there may be noise restrictions around the site in various locations and at various times a day.

27. The Producer shall keep SCEL fully and effectually indemnified from and against any losses, claims, damages, liabilities or expenses (including legal costs on an indemnity basis) arising out of any breach or non performance by the Producer of the terms of this agreement including any infringement of third party patents, copyrights or registered designs.

28. Filmmakers must agree to abide by all statutory legislation relating to filming, in addition to professional standards of filming described in the Location Filming in London Code of Practice. This can be found online at Film London's website [www.filmlondon.org.uk](http://www.filmlondon.org.uk).

SCEL acknowledges and agrees that, subject to the protection of Southbank Centre's good name and reputation at all times, full copyright and all other rights of every nature whatsoever in all the film shot, sound recorded and still photographs taken at the location by

virtue of this licence shall belong exclusively to the Hirer and that they shall be entitled to use, reproduce, transmit, assign, license, sub license and exhibit the same in any way, in any media they wish and to exploit the same in any way, in any media throughout the world and to exploit and exhibit the film with or without the scenes photographed and/or recorded at the location and that the SCEL has no right, title or interest of any kind therein.

In the event that the Hirer breaches this Agreement, then, subject to the protection of Southbank Centre's good name and reputation at all times and provided that damages are an adequate remedy in the particular circumstances at hand, SCEL shall be limited to SCEL's remedy at law for damages, if any, and shall not have the right to terminate or rescind this Agreement or to in any way enjoin, restrain or interfere with the production, distribution, advertising, marketing or exploitation of the media (or of any other work contemplated hereunder).

## **Standard Conditions**

### **DEFINITIONS**

1. In these Conditions:

**'the Location'** means the area, rooms, auditoria and or other parts of Southbank Centre which are the subject of the Agreement, as set out in the filming permit

**'the Film Officer'** means the representative of Southbank Centre for the time being having charge of the Location, as advised to the hirer or its authorised deputy

**'the Event'** means the instance of commercial filming/photography activity to which the filming permit pertains

**'the Agreement'** means the agreement so described between SCEL and the hirer which incorporates these Conditions

**'the Charge'** means the amount payable for the use of the location and the charges for the provision of any services, as specified in the Agreement

**'the Hire Period'** means the period specified in the Agreement as the period of hire

**'the Hirer'** means the party described in the Agreement as taking a licence of the Location

**'SCEL'** means Southbank Centre Enterprises Limited, the trading company of Southbank Centre

**'the Services'** means any service, facility or labour (other than the hire of the Location) which are chargeable to the hirer

**'Southbank Centre'** means the arts centre comprising the Royal Festival Hall, Queen Elizabeth Hall, Purcell Room, Hayward Gallery and all surrounding areas being part of its site.

## **LICENCE**

2. SCEL licenses the Hirer, subject to these Conditions, to use the Location for the Hire Period for the sole purpose of the agreed permitted use.

## **SERVICES**

### **3.1 Car Parking and Deliveries**

There are no free parking spaces available on Southbank Centre property. All deliveries should be made on a dropoff basis only (eg the delivering vehicle cannot remain on site). The Hirer must ensure that any deliveries are taken to the Location in use and not left at the point of delivery. Southbank Centre staff are not responsible for moving goods/equipment from point of delivery to the Location in use.

### **3.2 Labour**

Any labour required may be provided subject to availability and by agreement with SCEL. The Hirer agrees to pay staff costs that are agreed in advance of the Event. The Hirer agrees that when events run beyond 23.00 the cost of taxis for all Southbank Centre staff working at the event will be charged to the Hirer.

It is SCEL's obligation to ensure staff have adequate breaks. These can be flexible but should be discussed with your Film Officer.

### **3.3 Cleaning**

Any extraordinary cleaning required by the Hirer may be provided by SCEL if reasonable notice is given and the Hirer will pay the costs of such cleaning as invoiced by SCEL.

### **3.4 Security**

SCEL will provide security services in line with its normal security staffing levels. The Hirer shall pay the costs of any additional security services provided by SCEL. Any such extra security services shall be provided by agreement between the Hirer and SCEL.

## **HIRER'S OBLIGATIONS**

### **4.1 Capacity**

The Hirer shall ensure that the number of people in the Location during the Event shall not exceed the maximum number of people notified to the Hirer by the Film Officer. The Film Officer shall have the right to require people in excess of the permitted maximum to leave the Location.

### **4.2 Event Details**

SCEL requires the Hirer to notify it in writing of the number of participants and of all activities involved in the Event at least 3 days prior to the Event taking place. SCEL reserves the right to refuse access to the Hirer where details have not been received or where the numbers and requirements would cause interference to SC's employees or users. Any changes to the original details of the Event provided shall be made in writing by the Hirer to the Film Officer.

#### 4.3 Photographs, video tapes and films

It is the responsibility of the Hirer to obtain the necessary licenses and copyright before showing any photographs, films etc.

#### 4.4 Advertising

The Hirer shall not publish, display or erect any advertisement or cause any advertisement to be published, displayed or erected, in contravention of the Highways Act 1980 or any other applicable statute or statutory regulations.

#### 4.5 Emergency Exits

The Hirer shall ensure that all emergency exits, emergency stairwells and notices of any emergency exit are clear of obstruction.

#### 4.6 Smoking

Southbank Centre is a nonsmoking venue. Where smoking is an integral feature of the Event, the Hirer shall seek the agreement of the Film Officer.

#### 4.7 Solicitation of money

The Hirer shall ensure that no collection of money is made in or about Southbank Centre except with the previous written permission of SCEL's Director.

#### 4.8 Right and Refusal of Entry

The Hirer shall allow the employees, agents and contractors of Southbank Centre access to all parts of the Location at all times during the Hire Period.

SCEL reserves the right to exclude any person from the Event where, in the opinion of the Film Officer, such person's behaviour is or may cause a nuisance to or be a risk to the health and safety of Southbank Centre, its employees or occupants, or the public.

#### 4.9 Vacating the Location

By the end of the Hire Period, the Hirer shall remove anything that has been brought to Southbank Centre by the Hirer for the purposes of the shoot.

The Hirer must ensure that the Location at the end of the Hire Period is clean and undamaged and that rubbish is taken away from Southbank Centre.

If the Hirer shall fail to comply with any of its obligations under this Condition 4.9, SCEL shall be entitled itself to remedy, or to arrange for a third party to remedy, the failure and the Hirer shall keep SCEL, its officers, employees and agents indemnified from and against any and all costs and expenses incurred in so doing.

#### 4.10 Health and Safety

The Hirer shall use its best endeavours to ensure that at all times it does not impede the access or safety of the public to Southbank Centre premises or of SCEL employees, agents or contractors in any way.

The Hirer and its employees, agents and contractors shall at all times comply with the reasonable instructions of any SCEL employee or contractor including without limitation all security arrangements and health and safety directions and policies.

The Hirer shall ensure that any contractors provide risk assessments and method statements to the Film Officer in advance of the Event. The Hirer agrees that until satisfactory risk assessments and method statements are received and approved by the Film Officer, they will not receive a permit to shoot at Southbank Centre.

The Hirer shall ensure that SCEL is kept informed of any accident occurring in Southbank Centre involving any member of the public, employee, agent or contractor of the Hirer. The Hirer shall ensure that an accident report form, in such form as SCEL may reasonably require, is completed in respect of each accident.

The Hirer shall not do any act or thing whereby any relevant insurance or government indemnity scheme of or relating to SCEL may be rendered void or voidable or the premium increased.

The Hirer shall not impede SCEL in its exercise of its rights of possession, management and control of Southbank Centre.

#### 4.11 Licences

The Agreement is conditional on SCEL obtaining and maintaining all necessary licences, permissions and consents from third parties which are required for the Event or any part of it (including without limitation all alcohol and entertainment licences). The Hirer shall bear the cost of any additional or special licences which SCEL or the Hirer is required to obtain for the purposes of the Event, and shall reimburse SCEL for any costs incurred by SCEL in relation to such additional or special licences within 30 days of SCEL's invoice for such costs.

The Hirer shall comply with the terms of all licences held by SCEL from time to time relevant to the Event and notified to the Hirer by or on behalf of SCEL, and shall not conduct any activity which requires a licence if there is no relevant licence in force.

The Hirer shall indemnify SCEL, its officers, employees and agents from and against any and all costs, expenses and claims incurred or suffered by any of them as a result of the Hirer's breach of this Condition 4.11.

#### 4.12 Representation

The Hirer shall not use, or knowingly permit others to use, the name "South Bank" or "Southbank Centre" or any other name or logo of Southbank Centre or SCEL without the prior written approval of SCEL. The Hirer shall not hold itself out as part of or connected with, or an agent or representative of, either Southbank Centre or SCEL.

#### 4.14 Potential disturbances or disruptions

The Hirer will immediately inform SCEL of any actual or potential threat of disturbance or disruption of the Event received by or known to the Hirer or if the Hirer considers such disruption or disturbance to be likely owing to the nature of the Event or other factors of

which the Hirer is or becomes aware prior to the Event; in any such case, the Hirer will indemnify

SCEL, subject to a maximum liability of the value of this contract against any claim, loss and/or liability arising out of such disturbance or disruption as may take place.

#### 4.15 Nondisclosure agreement

The Hirer agrees not to share or otherwise distribute any site plans, floor plans or site maps shared with them by the Film Officer, unless by prior agreement.

### **CARE OF SOUTHBANK CENTRE**

5.1 The Hirer shall make no alterations to the structure, fittings, decorations or furnishings of the Location without the prior written consent of the Film Officer.

5.2 After each Event the Hirer will ensure that the Location is left in as good a condition as they were in before the Event and to the satisfaction of the Film Officer.

5.3 The Hirer shall not damage, and shall use its best endeavours to ensure that no damage is caused to, the Location, its structure, fittings, decorations or furnishings.

5.4 Any damage caused by the Hirer, any of the Hirer's employees, agents or contractors, or anyone attending the Event, whether to Southbank Centre, the Location or any articles belonging to or within the control of SCEL, shall be made good at the expense of the Hirer to the satisfaction of the Film Officer, and the Hirer shall keep SCEL, its officers, employees and agents indemnified from and against any and all costs, charges and expenses incurred by SCEL in consequence of any such damage.

### **FIRE AND SAFETY PRECAUTIONS**

6.1 The Hirer shall ensure that no the Film Officer is made aware of any hazardous substance, article or equipment is that is intended to be brought to Southbank Centre in connection with the Event or otherwise.

6.2 It is the responsibility of the Hirer to make the relevant authorities aware of any hazardous substance, article or equipment is that is intended to be brought to Southbank Centre in connection with the Event.

6.3 A hazardous substance, article or equipment for the purposes of these Conditions is a substance that in the opinion of the Film Officer may create a risk of fire, explosion or the release of noxious gases, or may soil or cause damage to Southbank Centre or its contents, or may create any risk to the health and safety of the occupants of Southbank Centre or the public.

6.4 For the purposes of these Conditions, firearms are considered to be a hazardous article. In the case of firearms, the Hirer agrees that no live weapons are to be brought to Southbank Centre and that only blank firing weapons, imitation firearms, replica firearms or deactivated firearms are permissible.

6.5 The Hirer must at all times, and will procure that its employees, agents and contractors at all times, adhere to Southbank Centre's fire, health and safety regulations (as notified to the Hirer or as displayed in Southbank Centre) as amended from time to time.

6.6 All fire resisting doors and smoke doors shall be maintained self closing and shall not be secured open or be obstructed by cables or in any other way.

6.7 Access to fire fighting equipment and other services shall be maintained unobstructed by the Hirer at all times.

## **ELECTRICAL EQUIPMENT AND INSTALLATIONS**

7.1 The Hirer shall pay the cost of any special electrical equipment installation or fitting which may be required for the purpose of the Event, and the costs of any additional SCEL staff which are required to operate it, within 30 days of SCEL's invoice.

7.2 The Hirer shall in no case install or use any electrical equipment or fitting except with the prior written approval of the Film Officer. The Hirer shall ensure that all electrical equipment is only operated by competent and suitably trained personnel.

7.3 All permitted temporary electrical installations shall be provided by electrical contractors approved by the Film Officer and shall comply with the requirements of the current edition of IEE Wiring Regulations (BS 7671 and BS 7909) and any applicable local authority licensing requirements. All permitted electrical equipment must carry a valid PAT test sticker.

7.4 Electrical installations and equipment may be tested by SCEL or local authority staff. Should it fail such a test, the installation or equipment must either be modified to meet the requirements specified by the Film Officer or must not be used at Southbank Centre.

## **PAYMENT**

8.1 The Hirer shall pay to SCEL the Charge as specified in the Agreement. The Charge must be paid in full in advance of the Event.

8.2 The Charge and all other payments to be made pursuant to the Agreement are exclusive of VAT, which shall be payable in addition if applicable.

8.3 If any charge (including the Charge) is not paid by the Hirer by the due date, interest will be payable on the outstanding amount at 4% above the base lending rate from time to time of Barclays Bank plc from the due date for payment until the date of actual payment (both dates inclusive).

## **FAILURE OF HIRER TO VACATE AFTER THE HIRE PERIOD**

9. If the Hirer or any of its agents or contractors fails to vacate the Location by the end of the Hire Period or to remove from Southbank Centre anything brought into Southbank Centre for the purposes of or in connection with the Event, the Hirer will be liable to pay SCEL on demand:

(a) any costs or expenses incurred by SCEL as a result of that failure; and



(b) the amount of any claim made against SCEL by any other person delayed in, or prevented from, obtaining access to the Location or Southbank Centre for a subsequent event; and the Hirer shall keep SCEL, its officers, employees and agents indemnified from and against any and all such costs, expenses and claims. SCEL shall have the right to remove and discard anything left by the Hirer after the Hire Period has ended.

## **TERMINATION OF HIRE AGREEMENT**

10.1 SCEL shall have the right at its discretion at any time by notice to the Hirer to terminate the Agreement immediately, if:

(a) there has been a breach or default on the part of the Hirer of the terms and conditions of the Agreement, which in the case of a breach capable of remedy the Hirer has failed to remedy within a reasonable period of receiving notice so to do;

(b) for any cause whatsoever if the Location or any other relevant part of Southbank Centre shall not, in the reasonable opinion of the Film Officer, be fit for use or usable without danger to the public at any time during the Hire Period;

(c) the advertising for the Event or the proposed conduct of the Event is open to reasonable objection and the Hirer has failed to respond to any request by SCEL to remedy the advertising or conduct;

(d) the Hirer has made any composition with its creditors, or has a petition for winding up presented against it or has passed a resolution to wind up (other than for the purposes of a solvent amalgamation or reconstruction), or has had a receiver, administrator or administrative receiver appointed over the whole or any part of its assets, or if distress or execution is levied or threatened against the Hirer's property or any judgement against the Hirer remains unsatisfied for more than 14 days, or (if the Hirer is an individual or a firm) in the event of any occurrence connected with the Hirer's bankruptcy or dissolution, or anything analogous to any of the above occurs in relation to the Hirer, or if the Hirer ceases or threatens to cease to carry on business; or

(e) circumstances have arisen by reason of which there is a risk that damage may be caused to the Location or any other property owned or controlled by SCEL.

SCEL shall have no liability for any loss or damage suffered by the Hirer as a result of termination under SubCondition 11.1 (a), (c) or (d). In the event of a termination for the reasons set out in SubConditions 11.1 (b) or (e), SCEL's liability shall be limited to the return of any sums paid in advance under the terms of the Hire Agreement (without interest) except where the cause of the termination has arisen as a result of an act or omission of the Hirer in which case SCEL shall have no liability whatsoever.

10.2 SCEL shall have the right at its discretion to terminate the Agreement upon giving to the Hirer such notice as the circumstances may permit in any of the following events namely:

(a) if the Location or any other part of Southbank Centre is required for use or is taken over in any circumstances for any purpose by any Government Department or public authority (whether upon any occasion of national emergency or otherwise); or

(b) if the Location or any other part of Southbank Centre is destroyed or damaged by enemy action or in the course of resisting or repelling enemy action or in the course of repairing, remedying or making good such damage or attempting so to do, or any other activity connected with the same; or

(c) if any other occurrence over which SCEL has no control interferes with the use of the Location for all or any of the purposes contemplated in the Hire Agreement. SCEL's sole liability in the event of termination for any of the reasons set out in SubConditions 11.2 (a) to (c) inclusive shall be to refund to the Hirer (without interest) all sums paid by the Hirer to SCEL in advance under the Agreement in respect of each Event so terminated and such termination shall be without prejudice to any accrued right of action of SCEL.

## **FORCE MAJEURE**

11.1 If the Location is not available for the Event or any services cannot be provided by reason of war, fire, flood, storm, explosion, act of God, failure or shortage of power supplies, national emergency, labour dispute, strike, civil disturbance, acts or threats of terrorism or any other cause not within the control of SCEL (including without limitation the actions of any authority or body whose approval or licence is required for the Event or any part of it, the evacuation of the whole or any part of the Location by reason of emergency SCEL shall not have any liability to the Hirer either:

- (a) in respect of any actions, claims, losses (including but not limited to indirect or consequential losses), costs, or expenses which may be brought against or suffered or incurred by the Hirer as the result of any such cause or event; or
- (b) for any failure to perform or delay in performing any of SCEL's obligations under the Hire Agreement attributable to such cause or event.

## **ASSIGNMENT OR SUB-LETTING**

12 The Hirer shall not transfer or assign or subcontract this Agreement or any part of it without the prior written consent of SCEL. SCEL may transfer or assign this Agreement and any of its rights or obligations under it to any person including without limitation any successor body of SCEL or any subsidiary or associated company of SCEL.

## **INDEMNITY**

13 The Hirer shall be liable for and shall indemnify SCEL and Southbank Centre, its officers, employees and agents from and against any and all liability, loss, claim or proceedings whatsoever arising which is suffered or incurred by any of them in respect of:

- (a) any infringement of third party intellectual property rights arising out of the activities of the Hirer, its employees, agents or contractors in connection with the Event including, without limitation, any infringement arising from the Hirer's advertising for the Event or photographs, video tapes or films shown at the Event (regardless of whether such items have received the written consent of the Film Officer for their use at the Event under Conditions 4.4 and 4.5);
  - (b) injury to or death of any of the Hirer's employees, agents or contractors however caused, except to the extent caused by the negligence of SCEL and Southbank Centre ;
  - (c) injury to or death of any of SCEL's employees or any third party arising out of or caused by any act, omission or negligence of the Hirer or any of its employees, agents or contractors except to the extent caused by the negligence of SCEL and Southbank Centre ;
- and

(d) any damage to any property (whether belonging to the Hirer, SCEL, Southbank Centre or any third party) arising out of or caused by any act, omission or negligence of the Hirer or any of its equipment, vehicles, employees, agents or contractors or by any third party attending the Event, in each case except to the extent caused by the negligence of SCE and / or Southbank Centre.

## **INSURANCE**

14 Southbank Centre is “self insured” as a public body and as such does not carry commercial insurance (including public liability insurance). Accordingly, the Hirer shall throughout the duration of the Hire Agreement take out and maintain such insurances as are necessary to cover the liability of the Hirer under the Hire Agreement. The insurance in respect of claims for personal injury or death of any person under a contract of service with the Hirer arising out of and in the course of such person’s employment shall comply with the Employers Liability (Compulsory Insurance) Act 1969 and any statutory orders made under that statute or any amendment or reenactment of it. For all other claims to which this Condition applies (eg Public Liability), the insurance cover shall be £10,000,000 (ten million pounds Sterling), or such greater sum as the Hirer may choose, in respect of any one incident. The Hirer shall at least 14 days before the start of the Hire Period produce to SCEL documentary evidence that the insurances are properly maintained.

## **EXCLUSION AND LIMITATION OF LIABILITY**

15.1 Other than in respect of death or personal injury arising out of the negligence of SCEL and / or Southbank Centre, or in respect of their fraud:

(a) Neither SCEL nor Southbank Centre shall be liable for any damage or loss which may be suffered by the Hirer or any person using Southbank Centre or the Location under the authority of the Hire Agreement arising from any breakdown of machinery, failure of heating or supply of electric energy, leakage of water, action of a competent authority or act of God in each case which may cause Southbank Centre or any part of it to be closed or the rights of the Hirer to be interrupted or (except by SCEL under (and to the extent specified in) Condition 12) cancelled;

(b) Neither SCEL nor Southbank Centre shall be liable for any loss of profits, loss of business or loss of opportunity (whether direct or indirect) or any indirect, special or consequential loss, whether arising from negligence, breach of contract, breach of statutory duty or otherwise (even if SCEL had been advised or knew of the likelihood of that loss or type of loss arising), or for the events described in Condition 15.1; and

(c) the maximum liability of SCEL and Southbank Centre under or in connection with the Hire Agreement (whether in contract, tort (including negligence, breach of statutory duty or otherwise) shall be limited to the Hire Charge.

15.2 Neither SCEL nor Southbank Centre shall be responsible for the loss of or damage to any article of any kind brought to or left in Southbank Centre.

## **CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

16. The Contract (Rights of Third Parties) Act 1999 shall not apply to the Hire Agreement and unless expressly provided no person other than the parties to the Hire Agreement shall have any rights under it nor shall it be enforceable by any party other than the parties to it.

This does not affect any right or remedy of a third party which is available apart from that Act.

## **NOTICES**

17.1 Except as expressly provided otherwise in these Conditions, any notice required to be given under the Hire Agreement or these Conditions shall be in writing and shall be delivered personally or sent by first class recorded delivery post, or by facsimile transfer, to the office of the party to be served as set out in the Hire Agreement, or to such other address or fax number as the party to be served designates pursuant to this Condition 17.1.

17.2 Any such notice shall be treated as having been served upon delivery (if delivered by hand), or three days after posting, or upon transmission (if sent by fax and confirmation of successful transmission has been obtained).

## **GOVERNING AND INTERPRETATION**

18 These Conditions shall be governed by and construed in accordance with English Law.