

**National Museum of Ireland – Country Life
Turlough Park, Castlebar, Co. Mayo**

Corporate Events Terms and Conditions of Hire

The National Museum of Ireland's collections are housed in listed public buildings. The following terms and conditions of hire have been put in place to maintain the buildings and artefacts within them, limiting wear and tear while retaining functionality.

The National Museum of Ireland - Country Life, Turlough Park, Castlebar, Co. Mayo will hereinafter be referred to as NMI CL. The "Client" refers to the organisation/individual in whose name the booking is made. The Client shall be liable for payment of the event. The "Booking Contract" refers to the agreement between the Client and NMI CL for a specific booking or series of bookings. These terms and conditions will form part of the Booking Contract, together with any other terms stated in the Booking Contract.

1. Booking

Prior to hiring the NMI CL the Client must ensure that the building is suitable for their requirements. The booking is provisional until both the Client and NMI CL agree in writing to the Booking Contract, and the booking fee (if requested by NMI CL) has been paid and references (if requested by NMI CL) have been provided. Once agreed, all bookings will be subject to the terms and conditions of the Booking Contract.

NMI CL will accept a provisional booking period of 7 working days unless another party subsequently wish to book and confirm the same dates, in which case, confirmation will be required within 48 hours of the Client being advised of the other party's interest. NMI CL reserves the right to release the above provisionally held dates if the agreement, deposit and references (if required) are not received within this 48-hour period.

2. Deposits and Payment

NMI CL reserves the right to require the payment of part or all of the anticipated cost of the event anytime prior to the date of the function, the amount of which will be determined by NMI CL. Should the Client fail to pay such a deposit, NMI CL may treat the booking as having been cancelled by the Client.

The final account must be paid by return on receipt of final invoice.

All payments must be made in Euro by cheque or electronic fund transfer.

Interest will be charged at the rate of 1% per month or part thereof on balances outstanding for more than 30 days. Such interest to be calculated from the date of the account until payment is received.

3. Cancellations by the Client

In the event that the Client cancels or postpones their confirmed booking at any time prior to the event, the following cancellation charges will apply:

Between 15 working days and 5 working days' notice of the event – 50% of the room hire will be charged.

Within 5 working days' notice of the event – the full room hire rate will be charged in accordance with Clause 2 above and any additional costs incurred will be charged to the Client.

Notification of cancellation should be advised to NMI CL in writing. The date of cancellation for the charges noted above will be regarded as the date that written notification of the cancellation is received by NMI CL.

If following cancellation, NMI CL is successful in finding a replacement for the period previously contracted, a repayment shall be made to the Client in full less:

1. 20% of the contracted price to cover arrangement costs
2. any specific cost which has been contracted by NMI CL on behalf of the client, and with the previous agreement of the client
3. any special promotional costs incurred by NMI CL to help secure an alternative booking for the previously contracted dates

All repayments to be made within 30 days of the original contracted date of departure.

In the event of a Client failing to appear on the due date of arrival, the Client will pay the full contracted amount due after deduction of any deposit or prepayments.

4. Amendments or Cancellations by NMI CL

Should NMI CL, for any reason, need to make any amendments to the booking, they reserve the right to offer an alternative choice of facilities.

The Management of NMI CL in their absolute discretion may at any time cancel a confirmed booking on refunding of any deposit or other pre-payment without thereby incurring any liability of any sort whatsoever if they have good reason to believe that:

1. a function for which that booking has been made is not likely to be of a nature appropriate to NMI CL; or
2. is not likely to be conducted or organised in a proper or suitable manner; or
3. the timing of payments due may not be met; or
4. if the ongoing operation of NMI CL and its open accesses seem to be compromised

NMI CL have the right to cancel the event should the client not have paid the requested booking deposit or agreed in writing to the Booking Contract in advance of the event date.

All bookings for outdoor events are taken in good faith. If, for reasons outside the control of NMI CL, these cannot take place, if appropriate, deposits and pre-payments will be refunded.

NMI CL does not carry Insurance for cancellation and the Client is advised to effect their own Insurance as appropriate.

5. Insurance

The Client shall have their own Policies of Insurance for the purposes of the event including, but not limited to, Public Liability Insurance and Employers Liability Insurance. Both policies shall be extended to cover indemnity to both NMI CL and the Client of not less than €6,000,000.00 (Six Million Euro).

Evidence of this insurance must be provided for inspection at least 14 days prior to the date of the event. This does not apply to Government departments as they already have appropriate cover in place.

6. Period of Hire

The extent of facilities available is confined to such areas agreed by NMI CL and the Client in the Booking Contract. The period of hire shall be limited to the hours set out in the Booking Contract. The Client shall arrange to organise the event in such a way that the premises shall be vacated by guests and invitees and that the premises are cleared of all additional equipment brought in by the Client by the final finishing time set out in the Booking Contract. An additional charge of €200.00 (Two hundred Euro) per hour will apply should breakdown exceed the final finishing time.

In the event that the Client requires access to the premises in advance of the period of hire or renders the premises unusable beyond the period of hire there shall be an additional daily charge levied on the Client for each part or part thereof that the hiring period is exceeded.

7. Catering

IT'SO. is the sole Caterer to NMI CL. The client is responsible for payment and arrangement of food, alcohol, table linen and service for the event with the caterer, subject to NMI CL agreement. Any external contract caterers must be approved with NMI CL in advance of an event taking place.

NMI CL does not hold a liquor licence, therefore no purchase of alcohol can take place in the building or within the grounds of NMI CL.

Food or drink cannot be consumed in the exhibition areas. Food and Drinks can be transported from the food preparation areas to the function areas.

8. Guests

The Client must have a register of all guests attending, with entry to the NMI CL allowed only for those presenting invitations/entry cards on arrival.

A Client representative must be present at the entrance with a member of the NMI CL staff to meet guests arriving, and to prevent unauthorised access to the function. NMI CL staff are present to monitor Museum Security only – the client is therefore required to provide adequate staff to police the function.

NMI CL would greatly appreciate advanced warning of any distinguished visitor e.g. a member of Government taking part in your event. On occasion, additional facilities may be required for special hospitality and we will be glad to assist you in this regard. Protocol dictates that it is the prerogative of the Director of The National Museum to welcome any guest entering Museum buildings.

9. Health & Safety and Conduct

NMI CL has overall responsibility over the Client for whatever reason during the term of the hire to safeguard the building and collections. The Client agrees to fully respect any requests by NMI CL staff to comply with safety issues. All public building regulations (e.g. health and safety and fire regulations) must be adhered to for use of the Museum as a public building.

No Smoking is permitted in any Museum buildings.

The Client will acquaint themselves with the means of egress from the Museum with guidance from the Museum Staff and also the location of fire extinguishers and alarms.

In the event of a Client or Client guest's behaviour being unacceptable to NMI CL, the management reserves the right to insist on the offending individual's immediate departure. Furthermore, the client undertakes to pay all reasonable costs incurred in making good any breakages or damages at NMI CL resulting directly or indirectly from the behaviour or conduct of the Client or Client's guests or contractors.

10. Damage to Property

Any damage done to the buildings, furniture or fittings during the period of hire is to be reported to the Museum. Any repair work required will be charged to the Client, in addition to the normal hire fees, except where in NMI CL's opinion the damage is a result of normal wear and tear.

The Client shall be responsible for making good any damage that may be caused during the hire period and hereby agrees to indemnify NMI CL and/or their servants and agents from and against loss for such damage.

11. Entrance/Exit and Car Parking

The Client shall ensure that all internal and external exits are at all times kept clear of obstruction of any kind.

Car parking is only permitted in those parts of the premises designated as a Car Park, with prior consent from NMI CL. The use of such facilities by the Client, their agents, contractors or sub-contractors and or members of the public, is at the risk of the owners of any car, or any other form of transport as applicable. No liability shall attach to NMI CL for any loss, damage or personal

injury caused by or arising while such vehicles or forms of transport are parked on the grounds of NMI CL, save for death or personal injury caused by the negligence of NMI CL, its employees, agents, servants or personnel. Access for unspecified car parking in the allotted areas for staff, lorries and deliveries to be agreed and defined by NMI CL.

The NMI CL preferred Car Park Supervision Company can offer Security Services, car park attendants and valets at additional cost on request. It shall be the sole responsibility of the Client to provide security services for vehicles parked in the vicinity of the car park.

12. Agents and Contractors

The Client shall, at least fourteen days before the event, make reasonable attempts to furnish NMI CL with a full list of all agents, contractors and sub-contractors who they intend employing for the purpose of the event. Full rights are reserved to NMI CL in respect of admission or exclusion of any person attending the event or any person appearing on any such list.

13. Performing Rights and Statutory Regulations

The Client shall ensure that they comply in all respects with statutory regulations regarding licensing and entertainment, the service of food and drink, copyright, fire regulations and any other regulations that may be relevant for the purposes of the event for which the premises have been hired. The Client hereby indemnifies NMI CL against any cost, awards, penalties or otherwise from failure to do so.

14. Set-up and Removal of Equipment

The Client shall submit a list of plans of any props which they intend to bring into the premises fourteen days in advance of the proposed event for prior approval by NMI CL. The Client shall furnish full details, plans and specifications of any structure or other fitting required for the event together with details of set-up and removal of same. All such structures must be agreed with NMI CL in advance.

When any structure or other fitting installed by the Client following inspection of same by a Fire Officer duly appointed by the Local Fire Authority results in the cancellation of the event, then the Client hereby acknowledges that no liability shall attach to NMI CL for any loss arising there from and all charges due by the client to NMI CL shall remain payable in full.

All structures or other fittings shall be entirely self supporting to the intent that under no circumstances shall nails, tacks, pins, screws, tape, glue, gum or any other sharp or adhesive object be applied to the walls, floors, internal or external structures or any staging provided by NMI CL. A minimum charge of €300 per item of damage will apply.

No furniture or artefacts to be moved without prior consent by the NMI CL. The moving of any object will be done by qualified staff members.

The installation and removal of the items described above shall be the sole responsibility of the client. In this regard, the client shall be responsible for the making good of any loss or damage.

15. Cleaning

NMI CL provides, within the agreement, for 2 (two) hours of cleaning after the event. Additional cleaning may be charged to the Client at the discretion of NMI CL if the time required for cleaning exceeds 2 (two) hours.

16. Removal of waste/packaging

In line with EU Packaging Waste Regulations, all materials brought in by the Client and/or their contractors must also be removed by the Clients and/or contractors. There is no facility in the NMI CL to dispose of said waste or packaging.

17. Equipment storage

NMI CL has very limited storage available for the Client to use. This may only be used by prior agreement. NMI CL does not accept liability for the loss of or damage to any items stored.

18. Flammables

The use of flammable gases, oils, petrols, spirits or such materials, such as dry ice, gas filled balloons, acids or such hazardous materials, other than as notified to NMI CL shall be prohibited. The Client ensures that no such flammable gases, oils, petrols, spirits or other such hazardous materials other than those notified to NMI CL are brought into the premises or permitted to be used by any person attending the event. Any flammables (as above) which will be used on property, by prior permission of NMI CL must be covered by the Client's own Public Liability Insurance, a copy of which must be furnished to NMI CL prior to the day of event.

19. Indemnity

Save in respect of any loss, damage or injury arising by reason or as a consequence of any action, default and/or negligence on the part of NMI CL, its suppliers or agents, no liability shall attach to, and the Client shall fully indemnify NMI CL in respect of any accidental or deliberate loss, damage and/or injury including any consequential costs, expenses or compensation arising there from, caused to or suffered by any person or persons. This includes without limitation the Client, their members and guests, their agents, their contractors and sub-contractors, and the members and employees of NMI CL and/or property of such persons, whether brought in or left on the premises, where such loss, damage and/or injury arises by reason of the hire or as a consequence of the use of the premises for the purpose of the event, or by reason of any act, default, omission or negligence on the part of the Client, their members, guests, servants or agents, contractors or sub contractors.

Under no circumstances will NMI CL make good or accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things which are placed, deposited, brought into or left at the National Museum of Ireland either by the Client for their use or purposes by any person, or left or deposited with any staff member of the Museum.

NMI CL shall not be liable for any loss due to any breakdown of machinery, failure to supply electricity, leakage of water, fire, government restriction, shortages of labour or materials due to strike, lockout or other labour dispute, act of God, explosion or any cause which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled for any reason including a requirement for the premises to be used for the purposes of a State function.

The Client shall be liable for and shall indemnify NMI CL, their suppliers and agents and hold NMI CL, their suppliers and agents harmless against and in respect of all loss, damage, liabilities, costs and expenses, including legal expenses, arising out of any injury to person and/or property which is attributable to or caused by the act or omission of you as the Client, your suppliers or agents or any of your guests or invitees.

20. Signage

No external signage shall be erected without the prior consent of NMI CL in writing. No signs or other items may be placed on or affixed to any part of the building without prior consent.

21. Governing Law

These terms and conditions are governed by the laws of the Republic Of Ireland.