



THE INSTITUTE OF  
**MASTERS**  
*of* WINE

**FACILITIES HIRE**  
**TERMS & CONDITIONS**

**These Terms and Conditions, together with the Facilities Hire Agreement, govern the hire of The Institute of Masters of Wine's facilities.**

We are The Institute of Masters of Wine, a company registered in England and Wales. Our company registration number is 1059707 and our registered office is at 6 Riverlight Quay, London, England, SW11 8EA (the "IMW").

You can contact us by telephoning +44 (0)20 7383 9138 or by writing to us at [RoomHire@mastersofwine.org](mailto:RoomHire@mastersofwine.org) or 6 Riverlight Quay, London, UK, SW11 8EA.

**DEFINITIONS:**

In these conditions of hire:

"The Hirer" means the person signing the contract for hire. Where an organisation is named in the contract that organisation shall also be considered the Hirer and shall be jointly liable with the person who signed the contract.

"The Premises" means the building or part of the building booked and referred to in the contract

"The period of hire" means the date(s) and time(s) for hire referred to in the facilities hire agreement, contract and other correspondence.

"The Authorised Officer" means the IMW Office Coordinator or any person or persons nominated by him/her.

**GENERAL CONDITIONS:**

1. The Hirer shall not use the premises, or permit the premises to be used for any other purpose other than for the purpose or purposes specified in the contract. The Hirer will be responsible for the conduct and behaviour of all people attending their event.
2. The Hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises or to any part of the building of which the premises form part or any other building or structure within the curtilage of the building, and any damage caused or permitted by the Hirer, his/her co-workers, agents, contractors or any other person resorting to the premises by reason of his/her hire of them shall be made good by IMW at the cost to the Hirer and the Hirer shall inform the Office Coordinator of any such damage as soon as practical and the Hirer shall confirm it in writing within 24 hours of its discovery. The Hirer must complete a Damage Report form before they leave the property. The cost of such damage shall be certified by the Authorised Officer whose decision shall be final.
3.
  - 3.1 The Hirer shall be liable for and shall indemnify IMW against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against IMW in respect of any damage, theft or loss of property, goods, articles or things placed, deposited, brought into or left upon the premises or other part of the building of which the premises forms a part either by the Hirer for his use or by any other person using the premises by reason of his/her hire unless due to the negligence of IMW, their co-workers or agents.
  - 3.2 IMW shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled, nor for any failure of the Hirer to gain access to the premises unless due to negligence of IMW, their co-workers or agents.

4. The Hirer shall take out before the Event and maintain during the Hire Period Public Liability insurance of £5,000,000 in respect of its liabilities under these Terms and Conditions and will be liable for, and shall indemnify IMW against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against IMW in respect of any personal injury to or the death of any person arising out of or in the course of the hire of the premises by the Hirer, unless due to negligence of IMW, their co-workers or agents. Proof of Public Liability insurance cover should be provided to IMW.
5. The Authorised Officer or other employees of IMW can refuse the right of entry at any time during the hire period.
6. The Hirer, employees, agents and contractors shall, during the period of hire and during such other times as they, or any of them shall be in the premises for the purpose of the hiring comply with all requirements of the Authorised Officer.
7.
  - 7.1 The Hirer shall, during the period of hire be responsible for:
    - a) the efficient supervision of the premises, including the orderly and safe admission and departure of persons to and from the premises and assisting the Authorised Officer in the orderly and safe clearance of the premises in case of emergency.
    - b) keeping the premises safe and ensuring good order and decency is maintained.
    - c) accidents must be reported immediately and logged in the Accident Report form. The Hirer must sign the form before leaving the premises.
    - d) keeping the conditions imposed from time to time by the Fire Officer and ensuring that all doors giving exit from the premises shall be kept unlocked and unobstructed, and immediately available for exit during the whole time the premises are in use and no obstruction shall be place or allowed to remain in any corridor giving access to the premises.
  - 7.2 If you fail, in the opinion of the Authorised Officer, to comply with clause 7.1 he/she shall be permitted to suspend or terminate the function for which the immediate clearance of the premises may be required. IMW will not be liable for any damages arising from the termination or suspension unless arising directly from IMW's negligence
8. No animal, other than an assistance dog, may be brought on to the premises or into the building without the prior consent of the Authorised Officer.
9. The Hirer and his co-workers, agents, contractors and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period. If they have not, the Hirer will be required to pay IMW a surcharge amounting to the IMW's normal hire charge for the premises until the premises have been cleared.
10. No alterations or additions to the premises, the fixtures, fittings, scenery and/or equipment or the decorations at the premises shall be carried out.
11. No nails, or fixing or any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind.
12. The use of any equipment provided by IMW is at the risk of the Hirer and IMW will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of IMW or its employees.
13. The Hirer shall be wholly liable and responsible for any loss or damage to the premises or any part of it or its fixtures or fittings or to any of IMW's equipment used by him/her or by persons permitted on the premises by reason of his/her hire.
14. No furniture or fittings or equipment shall be moved or removed by the Hirer. Re-arrangement of furniture in the Event Space is permitted but will need to be replaced to its original layout before vacating the premises.
15. No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises.
16.
  - 16.1 The Hirer shall not permit the use of any naked lights
  - 16.2 The Hirer shall not bring or permit to be brought onto the premises any weapons, explosives, inflammable material, fireworks or other pyrotechnics not sue or permit the use of any naked lights in any part of the premises
  - 16.3 The Hirer shall not bring or permit to be brought onto the premises any electrical appliance or additional lighting effect without the prior written consent of the Authorised Officer, who may as a condition of his/her consent require that before any such electrical appliance and/or additional lighting effect is used it shall be inspected and approved by a competent electrical engineer nominated by IMW.

17. The Hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written consent of the Authorised Officer.
18. IMW will, at their own expense, provide for the normal heating and normal lighting of the premises (but not further or otherwise), but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to their negligence or the negligence of their co-workers or agents.
19. All furniture, apparatus, appliances, equipment and other supplies brought or sent to the premises by or on behalf of the Hirer shall be unloaded, placed in position and removed by the Hirer at such time or times as the Authorised Officer may direct.
20. The Hirer shall not assign or sub-let any interest in the premises or any part of it and shall not use the premises for any other purpose than that set out in the contract.
21. The Hirer shall observe and comply with the terms, conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulations or Licence under which the premises or any part thereof may be used, and shall not do or permit to be done, or permitted in or about the premises any act or thing whereby such Act of Parliament, Statutory Instrument, Regulations or Licence may be liable to be suspended or forfeited or the renewal or transfer thereof refused or endangered and shall indemnify IMW and any person in whose name any Licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by then or him/her owing to the breach, non observance or non performance of any such terms and conditions and restrictions and requirements aforesaid.

**22. Booking process of facilities:**

The event space at the Institute of Masters of Wine, including the preparation room and fridges, is used for IMW's member and student events throughout the year. It is also available to hire by Masters of Wine (MW) and wine related companies, dependent on availability and suitability.

- 22.1 In the first instance, you should complete a hire form online or make an enquiry. You will be contacted regarding your enquiry, and the information you provide.
  - 22.2 Applications for hire will be accepted only if the nature of the function is considered to be in line with the ethos of the IMW and that the function will promote excellence, interaction and learning in the global wine world. The IMW reserves the right to refuse a booking.
  - 22.3 If IMW agrees, the Hirer may make a provisional booking, for which the Hirer should provide full contact details along with details of the proposed event.
  - 22.4 All bookings will remain provisional, non-binding until payment is received in full by IMW, and the Hirer has received written confirmation by email. The fee will become payable against the booking acceptance.
  - 22.5 IMW accepts electronic payments directly into the bank account or payment via the online payment facility. Payments are required in GB pounds.
  - 22.6 The hire fee shall be the sum stated in the Facilities Hire Agreement.
  - 22.7 Upon execution of the agreement, IMW may require the Hirer to pay a damage deposit, which will be refunded two weeks after the event has taken place. IMW will be entitled to charge the Hirer for costs in respect of damage, additional cleaning or any other additional costs incurred. Any additional costs will be deducted from the damage deposit before issuing a refund.
  - 22.8 The Hirer shall not give advance publicity to the event's venue until the booking has been confirmed and paid in full.
  - 22.9 The Hirer will be solely responsible for procuring their own wine, consumables, event materials, itinerary, subject matters, event attendance fees and payment thereof.
  - 22.10 The Hirer's requirements should be detailed in the Facilities Hire Agreement. The Hirer shall notify in writing of any changes to the requirements as detailed on the form no less than two weeks prior the event. Any changes will be validated by written confirmation from IMW.
  - 22.11 IMW is under no obligation to contact MW's or MW students relating to any booking nor shall do so unless an agreement has been formed between both parties in promoting a specific event. This might happen only if an event is deemed to be of exceptional benefit to MW's or MW students.
  - 22.12 Final numbers of attendees are to be confirmed no later than 48 hours before the event.
  - 22.13 The Hirer has the option of using a third party catering company for the function selected from the IMW's list of approved caterers. Please note food and beverages with pungent aromas are strictly prohibited, as this will have an adverse effect on wine tastings.
  - 22.14 The Hirer shall be responsible for leaving the premises clean and tidy and to ensure that all glasses provided are cleaned using the glass washer prior to the end of the hiring period.
- 23. Use of IMW name and logo:**
- The hire of the IMW's facilities does not imply that the event is endorsed or organised by IMW unless written approval is given. Any events booked have no rights to usage of the IMW name or logo in any announcement, description or marketing material, apart from the mention of IMW's address as the venue of the event.
- 23.1 Online advertising through the IMW website and social media platforms are not included.
  - 23.2 The hire of the event space does not entitle the Hirer to describe themselves as part of IMW if they are not; the name may only be used for location purposes.

23.3 The hire of the event space does not give the Hirer the right to assume, claim or imply sponsorship by the IMW.

**24. Delivery and Storage:**

- 24.1 Delivery of wine is permitted by completing the provided delivery template. Delivery of goods may only be made to IMW within 24 hours of the event date, and in one delivery. IMW reserves the right to refuse multiple deliveries.
- 24.2 The Hirer may only use the storage space by prior written agreement with IMW.
- 24.3 The Hirer shall be responsible for moving the items from the storage point to the event space.
- 24.4 No parking is available at the venue. Temporary delivery bays may be available by prior arrangement.

**25. Out of hours Officer:**

- 25.1 IMW's office hours are between 09:00 - 17:30 Monday to Friday. If the scheduled event is outside of office hours including bank holidays, an officer will be provided to the Hirer at own cost to oversee the out of hours office operations, allow the Hirer access to the Event Space and will lock up after completion of the event.

**26. Personal info:**

- 26.1 IMW will use the personal information provided to contact the hirer in relation to room hire, to process the payment, and to inform the hirer about IMW on an ongoing basis, but the hirer may stop receiving these communications at any time by contacting us. Please refer to our privacy notice online.

**27. Cancellation by the Hirer:**

In the event of the Hirer wishing to cancel the booking they may do so in writing and the following cancellation fees will apply,

Bookings cancelled between 30 and 14 days of the event will be subject to a charge of 25% of the total room hire cost.

Bookings cancelled after 14 days before the event will be subject to the total room hire cost.

**28. Cancellation by IMW:**

IMW may cancel the provision of the hire and services and forthwith terminate this Agreement and the rights granted to the Hirer if:-

- 28.1 The facilities is rendered unusable for reasons beyond IMW's control and if so IMW shall give the Hirer maximum practical notice and refund to the Hirer all monies paid by him/her to IMW, any monies payable for the period of the hire unpaid at the time of cancellation shall cease to be payable but IMW will not otherwise be liable to the Hirer; or
  - 28.2 The Hirer is already in arrears with any payment due to IMW and/or
  - 28.3 The Hirer is in breach of any of these Terms and Conditions and fails to rectify such breach within 7 days of written request to do so by IMW; or
  - 28.4 The Hirer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
  - 28.5 The Hirer (being an individual) is adjudicated bankrupt or dies.
29. These terms are governed by English law and either party can bring legal proceedings in respect of the products in the English courts. If the hirer organisation is in Scotland it can bring legal proceedings in respect of the products in either the Scottish or the English courts. If it is based in Northern Ireland it can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.