



Welcome to
HMS Unicorn

Terms & Conditions of Hire of the Ship

The Most Original Old Ship In The World

Telephone:
01382 200 900

Email:
enquiries@hms
unicorn.org.uk

Address:
South Victoria
Dock Road
Dundee
DD1 3BP

These terms and conditions shall apply to any hire of HMS Unicorn, South Victoria Dock Road, Victoria Dock, Dundee, DD1 3BP as a venue whether for a wedding, dinner, function, festive event, location for a talk, performance venue or for any other such purpose.

The parties

Hirer, UPS, us or we means

The Unicorn Preservation Society is a charity registered in Scotland, registration number SC002771 and is company limited by guarantee, registration number SC046145. The Registered Office of the charity is c/o CGPM Consulting LLP, 40 Gilmerton Place, Edinburgh, EH17 8TP; and

Customer or you means

Any person, firm, company or organisation, singularly or in combination, who contracts with The Unicorn Preservation Society for the hire of the ship.

Guest means

Any person attending your event, including those who are not invited but who attend and where you or your representatives do not take action to have them leave.

Third-party service provider means

Any person, firm, company or organisation that you engage to provide you with goods or services for your event. This includes, but is not limited to: caterers, florists, musicians, DJ, event organisers, drinks bar, etc.. We have a list we can provide to you of recommended suppliers who have worked with us before and who are used to such a unique venue.

Value Added Tax

The Unicorn Preservation Society is VAT registered, registration number GB 435 814 349 and all of our charges are subject to VAT at the VAT rate prevailing on the date of issue of our invoices.

Before booking

All visits to the ship to be shown around must be made by prior arrangement with us. We have a small team and, unfortunately, we cannot accommodate drop-in visits.

The booking process

You may request to hire the ship from UPS on a date (the event date). For event dates more than six months from the date of your request, we can hold the date free of charge for 14 days.

If the event date is available and agreement is reached on price and subject to these terms and conditions, we will issue a booking request form and deposit invoice to you.

The booking request will set out our discussion with you and include:

- The event date;
- Start, end and exit times of the event;
- Things that we will do for you;
- The price that we have quoted to you. This may change depending on any extras you subsequently ask for;
- The refundable security deposit; and
- The non-refundable booking deposit.

The deposit invoice sets out the two deposits payable. Two amounts are payable within 7 days of the deposit invoice being issued:

1. A refundable security deposit of 20% of the estimated cost of the hire, repayable to you subject to these terms and conditions; and
2. A non-refundable booking deposit of 10% of the estimated cost of the hire.

Provided there is no damage, your security deposit will be returned to you within 21 days of your event taking place.

When both the booking request form is received by us and payment of the deposit invoice is cleared by our bank, we will issue a booking confirmation.

If you have a query about any invoice we issue, you must contact us immediately and we will aim to have answered your query within 48 hours.

Making payments

We do not issue invoices for foreign currency amounts. All balances due are in pounds sterling and the pounds sterling balance must be cleared irrespective of the currency in which paid; you bear any foreign currency risk.

The balance of the price payable for the hire, i.e. the total hire price less the booking deposit but excluding the security deposit, must be paid at least 28 days before your event date. The total hire price is the price agreed on booking plus any extras you have agreed with us since booking.

Our preferred payment method is by bank transfer or Faster Payment (i.e. online banking) and details of our bank account are included on our invoices.

We do also accept payment by major debit or credit cards.

Changes to bookings

Please check the booking request form carefully as once we issue a booking confirmation, any request to make a change to the agreement may attract a £24 (£20 + VAT) administration fee.

We will endeavour to accommodate any reasonable changes a booking. But, agreement to any change is at our sole discretion, made under these terms and condition and may be subject to an administration fee. All changes must be requested by the customer at least eight (8) days in advance of the event

Accessibility

Due to the historical nature, and therefore our limited ability, to make changes to the ship, we cannot provide unrestricted disabled guest access to all areas of the ship. The ramp to enter the ship from the quayside, occasionally, can be very steep due to the tide. The Captain's Cabin is accessible over a small step. The Upper deck is only accessible by steep stairs.

Health, safety and security matters

We are obliged to carry out an event-specific Health Risk Assessment during the booking process. If there are any specific matters to address in addition to those below, we tell you about them.

Third-party service providers must provide copies of their Public Liability Insurance certificate, and where applicable, their Employers Liability Insurance certificate, at least 7 days in advance of the event and it must cover a period of at least 24 hours following the agreed end time of the event.

Any electrical equipment used by you, your guests or third-party service providers must have been subject to PAT testing (Portable Appliance Testing). Where equipment has not been PAT tested or where it may not confirm to fire regulations, we reserve the right to refuse to allow such equipment on the ship.

Fireworks (even indoor fireworks), real candles, open flames/fires, candles, cooking ranges and smoking are not permitted at any time on or near the ship, the gangway, fire escape ramps or by the quayside visitor centre. Battery operated digital candles are allowed. Smoking is permitted in designated areas.

No glassware may be taken off the ship.

Windows on the ship shall not be opened due to the proximity to deep water and drowning risk.

Fire exits may not be opened except during an emergency. You should also note that some areas of the ship do not have additional emergency escape routes due to being at or below the waterline.

CCTV is installed on the ship for the purpose of security. Recordings are generally kept for 7 days before deletion. Where there is an incident on board, we will archive that recording and may share it with the authorities.

Licensing

We do not hold an occasional license for the consumption of alcohol. Such a license may be sought by you or your caterer. Many caterers and bar companies already hold the relevant licenses. We reserve the right to request a copy of the drinks license of your third-party service provider at any time.

We hold a license that permits the public broadcast of music.

There are no approved facilities for the cold storage, preparation and cooking of food. Our quayside kitchen may be used for the warm storage and reheating of food entirely at the risk and responsibility of your third-party service provider.

Social media

As a part of our marketing, we like collect photographic images relating to events for use on the following channels:

- Facebook;
- Twitter;
- Instagram.

When completing the booking request form, you will have the opportunity to confirm that you are happy for us to take photographic images to use for marketing and PR purposes, including, but not limited to publication on our website, in brochures, leaflets and on social media.

If you and your guests are taking photographic images for publication on social media, we hereby give consent to tag the images with our hashtags:

- Facebook - HMSUnicorn;
- Twitter - @hmsunicornship;
- Instagram - @hms.unicorn

We do also reserve the right to ask you to untag images if they exhibit unsuitable material.

Emergency maintenance and conservation works

HMS Unicorn is a 19th Century-ex-Naval Ship turned museum and is hired as seen.

Conservation activities may be under way during your event. We generally plan such work in advance and if work is scheduled to take place, you will have been informed. From time to time, due to the age and historic nature of the ship emergency maintenance work may need to be undertaken without warning.

We cannot, and will not, guarantee that conservation or maintenance work will not be underway or required at the time of your event. We will make all reasonable efforts minimise the effect on your event.

Decoration

We are frequently asked to decorate, or to allow the decoration of, the ship. Due to the historic nature of the ship and its contents extra care is required. Your plans for decoration should be agreed with us at least 28 days in advance of your event date.

If you ask us to hang fairy lights or garlands on the beams or struts of the Weather (Upper) Deck we will charge £24 (£20 + VAT) per staff member per hour. It generally takes two staff members 3-4 hours each to hang and then 3-4 hours each to take down lights or garlands.

If you propose to use garlands and/or lights, they must be hung and taken down by an insured person or company; the arrangements must be discussed with, and approved by, our Maintenance Officer at least 7 days in advance of the event date.

We cannot allow the use of nails, pins, sticky or adhesive tape, glue or glitter; they cause damage to the ship. We cannot allow confetti on the ship or the gangway. Confetti is allowed on the quayside provided it is fully biodegradable.

We reserve the right to remove any decorations which do not conform to Fire or Health & Safety standards.

After your event

If your event ends later than it is scheduled to, we may have to charge a small additional fee. This is to cover the cost of additional staff time and administration caused by the overrun.

All of your decorations, your belongings and other items (goods) brought onto the Ship, gangway or quayside by you, your guests and third-party service providers must be removed by 11am the day following your event. If you are unable to collect these items yourself, you may nominate a named individual to collect them on your behalf. If you or your nominee do not collect your goods by 11am on the day following your event, then:

- The goods may be sent to refuse. You will also be charged for the time it takes our staff take to clear the ship and dispose of your goods;
- If you contact us by 10:30am on the day following your event to request an extension, it may be granted at our sole discretion. Bear in mind that you may be refused depending on what else is happening on the ship.

Please bear in mind that HMS Unicorn is a museum, open to the public seven days each week. Your goods are left entirely at your own risk and we will not indemnify any loss you suffer.

Your responsibilities

We expect you, your guests and any third-party service providers you engage (e.g. caterers, bars, musicians, etc.) to adhere to the HMS Unicorn Code of Conduct for guest and visitors to the ship.

You are responsible for your own and your guests' behaviours. For the avoidance of doubt any person entering the ship and participating in your event, whether invited or not, shall be considered to be one of your guests.

It is your responsibility to ensure that you, your guests and your third-party service providers behave in a way that does not cause damage to the facilities or equipment provided by us or our service providers, or that creates a nuisance or unreasonable disruption. You must keep music and other noise to a reasonable volume for the time of day or night.

We want you to have a great time while on board. But we do not accept any shouting at, swearing, threatening or abusive behaviour towards our staff team or any service providers we may engage.

If the behaviour of an individual guest is placing them at risk, is threatening, abusive or causing nuisance, they will be asked to leave the ship. If the matter escalates, we reserve the right to

terminate your event without refund. Our staff have the right to call the Police or Harbour Authorities at any time.

Very limited daytime parking is available on the quayside and should be used in accordance with Dundee City Council rules and regulations. Parking is at the car owners' sole risk and we hold no liability for any fines, costs or damage incurred. Neither you, your guests nor any third-party service providers should park in any bays, spaces or driveways of local residents at any time.

You are solely responsible for booking, payment and other arrangements with regard to any third-party service providers with whom you engage; for example including but not limited to caterers, musicians, bar, florists, etc.. You are responsible for ensuring that any third-party service providers liaise, co-operate and comply with all policies, procedures provided by us, and for following directions and instructions given by our staff.

You, your guests and third-party service providers must not move any displays, display cases, fixtures or fittings, artefacts or ship's equipment. If there is something that you feel may be an obstruction or is a concern, please speak to us at least 7 days before your event. Any decision to move an item is at our sole discretion.

Liability

We shall not be liable to you by reason of any delay in performing or any failure to perform any of our obligations in relation to the hire if such delay or failure is due to any cause beyond our reasonable control.

Examples of causes beyond our control include but are not limited to: acts of God, inclement weather, criminal acts or omissions, any form of Government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency, pandemic, sabotage or riots and fires, fires, explosions or other catastrophes.

We shall have no liability to you for any consequential loss you suffer out of, or in connection with, the hire of the ship pursuant to these terms and conditions, except in respect of death or personal injury resulting from negligence. Our total liability to you for any other loss shall not exceed the estimated cost of the hire as disclosed on the agreed booking request form and any subsequent amendments we agree with you.

You agree you are liable to us for all and any damage caused to the ship, artefacts and contents as set out below under the heading Damage.

Any loss or damage to your property or that of your guests or third-party service providers caused by our staff, should be reported to us at the earliest opportunity. Any non-perishable lost property found by, or passed to, us will be kept for up to 14 days (depending on the nature of the item) unless you make arrangements with us for later collection. All perishable goods will be disposed of. Notwithstanding the foregoing, we accept no liability for the loss or damage to any property or personal belongings brought onto the ship by you, your guests or third-party service providers.

Damage

The ship and its contents are important historical assets. Any damage to the ship or the contents of the ship caused by you, your guests or your third-party suppliers will be your sole

responsibility; due to the way in which contract law works, it will be for you to recover any costs attributable to guests or third party suppliers from them.

Due to the age and historical significance of the ship and the majority of its contents, it may require the repair to be carried out by a specialist. The term damage includes unauthorised removal of items from the ship, including removal of items from our shop display.

In the unfortunate, and unlikely, instance of there being damage requiring restitution, we will issue you with a damage report within 7 working days of your event. You have up to 7 days to query our damage report and we will endeavour to investigate or provide such clarification as is merited. If after we have responded to your query and we do not hear from you within 7 days, the matter will be deemed resolved.

We will in the first instance deduct the costs of damage from your security deposit. Where the cost of the damage exceeds the security deposit, we will issue an additional invoice for damages. It may take some time to issue an invoice for damages as it may take time to complete a repair or agree the cost of a repair with our supplier. Once the invoice for damages has been issued, you will have 7 days to pay it.

Cancellations by us

We may cancel the hire and terminate our agreement if:

- The ship has to be closed for reasons beyond our control, e.g. pandemic, fire, sinking or some similar major incident;
- If you are:
 - in arrears with payment of any amount due to us;
 - in breach of any of these terms and conditions and fails to rectify the breach within 7 days of us giving you a written request to do so;
- If you are a natural person and
 - Are declared medically unfit to enter into legal arrangements;
 - Are adjudicated bankrupt or reach an arrangement with your creditors; or
 - Die.
- If the Customer is an incorporated entity and:
 - A petition is presented or a resolution is passed for the winding up of the Customer (except for the purpose of reconstruction, amalgamation, or member's voluntary liquidation); or the Customer stops or threaten to stop payment of its debts or ceases or threatens to cease to carry on its business; or
 - An encumbrance takes possession, or a Receiver is appointed over the whole or part of the assets or under-taking of the customer; or
 - The customer is unable to pay their debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
 - An application is made to the Court under Section 9 of the Insolvency Act 186 for an Administration Order in relation to the Customer or the Customer passes a resolution for the making of any such application to the Court; or
 - A proposal is made under Section 1 of the insolvency Act 1986 for a voluntary arrangement in relation to the debts or affairs of the Customer; or
 - The Customer shall convene a meeting of or propose to enter into any arrangements with its creditors generally; or

Cancellations by you

After we have issued a booking confirmation, we will only accept a request to cancel in writing by the person making the booking. We will NOT accept telephone cancellations. A booking will be deemed to have been cancelled only after we write back to you confirming your request to cancel and we receive any outstanding payments due. We will write back to you within 3 days.

If the event is for a wedding, we recommend that you take out wedding insurance as we cannot make refunds except as set out below.

Where you cancel this agreement, the following charges shall apply:

Where a cancellation request is received, we have confirmed it and you have paid any outstanding amounts	Amount due to be paid to us
More than 6 months before the event date	10% of the estimated cost of the hire (the non-refundable booking deposit)
3 to 6 months before the event date	50% of the estimated cost of the hire (this includes the non-refundable booking deposit)
2 months or less until the event date	100% of the estimated cost of the hire (this includes the non-refundable booking deposit)

General terms

We do not agree to any variation to these terms and condition unless agreed in writing and signed by you and either the senior staff member, our company secretary, or an officer of UPS.

These terms and conditions shall prevail over any offered by you. If the "you" are more than one person, natural or incorporated, or a mix thereof, then those comprising the "you" are joint and severally liable under this agreement.

You cannot assign, transfer or in any other manner make over any benefit or obligation of this agreement without our express written agreement.

These terms and condition of hire, together with any written amendments, constitute the entire agreement between UPS and you.

This agreement shall be governed and construed in accordance with Scots Law and each party agrees to submit to the non-exclusive jurisdiction of the Scottish Courts as regards any claim or matter arising.

For the Customer:

NAME:

SIGNED:

DATE:

For the Unicorn Preservation Society

NAME:

SIGNED:

DATE: