



VENUE HIRE CONDITIONS

IT IS HEREBY AGREED

1. INTERPRETATION

1.1 In this Contract, the following definitions apply:

"Business Day": a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Business Hours": the period from 9.00am to 5.00pm on any Business Day.

"Charges": the charges payable by the Customer for the hire of the Venue and the supply of the Services, as set out in the Hire Details.

"Contract": the contract between the Customer and the Supplier for the hire of the Venue and supply of the Services in accordance with the Hire Details, these Venue Hire Conditions and any Schedules or documents referred to therein.

"Deposit": the deposit to secure the booking, as stated in the Hire Details.

"Event": the event or function for which the Customer is hiring the Venue, as specified in the Hire Details.

"Hire Period": the period of time agreed for the hire of the Venue as described in the Hire Details, to include any period of time to set up and clear the Venue.

"Venue": the property, or area or rooms within the property, to be hired by the Customer, as specified in the Hire Details.

1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to **writing** or **written** excludes fax but not email.

2. CONFIRMATION OF HIRE

2.1 This Contract shall come into effect on the date of the Contract, or the date that the Deposit has been paid to the Supplier in cleared funds by the Customer, if later. Until that time, bookings for hire will be treated as provisional.



3. LICENCE AND USE OF VENUE

3.1 Subject to clause 7, the Supplier grants the Customer a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Contract. The Customer acknowledges that:

- (a) the Customer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Supplier and Customer by this Agreement; and
- (b) the Supplier retains control, possession and management of the Venue and the Customer has no right to exclude the Supplier from the Venue. The Supplier reserves the right to enter the Venue at all times during the Hire Period.

3.2 The Customer agrees and undertakes:

- (a) not to use the Venue other than for the Event;
- (b) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Supplier or to any other customers of the Supplier, or any owner or occupier of neighbouring property;
- (c) to comply (and ensure that its staff and agents comply) with the terms of this Contract and any instructions or notices from the Supplier, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
- (d) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
- (e) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- (f) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
- (g) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the Supplier;
- (h) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Supplier;
- (i) to use any equipment provided by the Supplier, as specified in the Hire Details, for its proper purpose and in accordance with any instructions provided by the Supplier regarding its use;
- (j) to leave the Venue in a clean and tidy condition and to remove the Customer's decorations, displays and any other Customer equipment from the Venue at the end of the Hire Period;
- (k) to ensure that all guests leave the Venue by the end of the booking period; or



- (l) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Supplier, with the exception of assistance dogs within the meaning of the Equality Act 2010; and
- (m) not to use any third party caterers or bring(or allow any third party to bring) any food or drink into the Venue.

3.3 Car parking facilities are not available for guests. Pay and display parking is available locally.

3.4 The Customer shall ensure that the guests behave in a responsible and safe manner at the Event, and the Supplier reserves the right to remove or request that the Customer remove guests that do not do so from the Event and the Venue.

4. GUEST NUMBERS

4.1 The Hire Details indicate the guaranteed minimum number of guests attending the Event, including the Customer's staff.

5. CHARGES AND PAYMENT

5.1 The Customer shall pay the Charges in accordance with this clause 5.

5.2 The Supplier shall invoice the Customer for the Deposit, which shall be payable by the Customer within 7 days of the date of the Contract.

5.3 The Supplier shall issue an invoice for the Charges (less the Deposit), which shall be payable by the Customer no less than one Business Day before the Event.

5.4 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 7, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. LIABILITY

6.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

6.2 The restrictions on liability in this clause 6 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

6.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:



- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

6.4 Subject to clause 6.3, the Supplier shall not be liable for:

- (a) the death of, or injury to, the Customer or that of the Customer's employees, contractors or any other guests or invitees to the Venue; or
- (b) damage or theft of any property of the Customer or that of the Customer's employees, contractors or other guests of invitees to the Venue, except to the extent that such damage or theft arises from the negligence of the Supplier.

6.5 Subject to clause 6.3 and clause 6.4, the Supplier's total liability to the Customer shall not exceed £5,000,000.

7. CANCELLATION

7.1 The Supplier may cancel the Contract with immediate effect by giving the Customer or Customer's authorised representative notice in writing if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer commits a material breach of any term of the Contract;
- (c) the Customer takes or has taken against it any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 7.1(c);
- (d) the Customer suspends or ceases, or threatens to suspend or cease, carrying on business; or
- (e) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

7.2 The Customer may cancel the Contract by notice in writing to the Supplier.

7.3 If the Contract is cancelled under clause 7.2, the Supplier will use reasonable endeavours to re-book the venue but reserves the right to charge a cancellation fee. Any sums already received by the Supplier (including any Deposit) under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Event	Cancellation fee
More than one Business Day before the date of the event	Loss of the Deposit

Less than one Business Day before the date of the event.	Full charges payable
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- 7.4 On completion or cancellation of the Contract for whatever reason:
- (a) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
 - (b) completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

8. DATA PROTECTION

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

9. GENERAL

- 9.1 **Force majeure.** Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance shall be extended accordingly. If the period of delay or non-performance continues for two weeks, the party not affected may terminate this Agreement by giving seven days' written notice to the affected party.
- 9.2 **Assignment and other dealings**
- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.
 - (b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.
- 9.3 **Entire agreement**
- (a) The Contract constitutes the entire agreement between the parties.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.



- 9.4 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 9.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 9.55 shall not affect the validity and enforceability of the rest of the Contract.
- 9.6 **Notices**
- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by other next working day delivery service; or
 - (ii) sent by email to the address or email address specified in the booking details.
 - (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by next working day delivery service, at 9.00 am on the second Business Day after posting;
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
 - (c) This clause 10.6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 9.7 **Third party rights.** This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 9.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 9.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.