

## Hire Terms

### 1. Interpretation

- 1.1. Terms defined in the Agreement shall apply throughout these terms and conditions (the **Hire Terms**).
- 1.2. Clause, Appendix and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. The Appendices form part of this agreement and shall have full effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Appendices.
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7. A reference to writing or written includes fax and email.
- 1.8. Any words following the terms including, include, in particular, for example or any other similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.

### 2. Definitions

- 2.1. In this Agreement the following words shall have the following meanings when capitalised unless the context requires otherwise:

<b>Agreement</b>	means the event hire and services agreement of which these Hire Terms are annexed to;
<b>Approved Production Company</b>	means the production and/or audio-visual company appointed by the Company to maintain any production, lighting and sound specification that may be included in the Provided Package;
<b>Bespoke Event</b>	means an Event which is tailored to the Hirer's specific requirements as described in the Agreement;
<b>Catered Guests</b>	means the Guests to be catered for in accordance with clause 11;
<b>Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures</b>	shall have the meanings as defined in the Data Protection Legislation;
<b>Company</b>	means the company responsible for providing the Services to the Hirer, whose details are set out in the Agreement;
<b>Cancellation Fee</b>	means the fee the Hirer agrees to pay if the Hirer terminates the Contract as detailed at clause 23;
<b>Commencement Date</b>	has the meaning set out in clause 2.2;
<b>Contract</b>	means the contract between the Hirer and the Company for the supply of the Services in accordance with these Hire Terms (including the relevant Venue Specific Terms at Annex 2) and the Agreement;

<b>Contractor</b>	means any contractor and/or sub-contractor appointed by either the Company to assist with the provision of the Services to the Hirer, or appointed by the Hirer in connection with the Licence Period;
<b>Data Protection Legislation</b>	means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
<b>Deposit</b>	means the amounts as set out in the Agreement which the Hirer agrees to pay to the Company;
<b>De-rig Day</b>	means any day, as specified in the Agreement, where no live Event takes place, and the day is specifically used for the dismantling and removal of all equipment and personnel from the Venue;
<b>De-rig Period</b>	means any period outside of the Event Times whereby the Venue is being de-rigged (which may take place on Event Days and/or De-Rig Days);
<b>Event</b>	means the event to be held on the Event Day(s) during the Event Times as specified in the Agreement (which may be a Bespoke Event or a Package Event);
<b>Event Day</b>	means the day(s), as specified in the Agreement, when the Event is to be staged;
<b>Event Times</b>	means the times when the Event is staged, as specified in the Agreement;
<b>Exhibitor</b>	means a company or person that is exhibiting at the Event by arrangement with the Hirer;
<b>Force Majeure</b>	means any event outside the Company's reasonable control including, without limitation, any act, rule, regulation or direction of government, act of terrorism, civil war, nuclear, chemical or biological contamination, fire, flood, drought, storm, disease, epidemic or pandemic (with the exception of Covid-19), war, threat of or preparation for war, malicious damage, riot, industrial action, inaccessibility of transport links, interruption or failure of supply of power, fuel, communications, or other utility service, transport or other goods or services and failure or breakdown of equipment, non-performance by suppliers or subcontractors (other than by companies within the same group as the Company);
<b>Guest</b>	means a natural person attending the Event;
<b>Hirer</b>	means the company or person hiring the Venue, whose details are set out in the Agreement;
<b>Hirer's Client</b>	means the company or person who the Hirer is contracting the Services on behalf of who has engaged the Hirer to enter into the Agreement (where applicable);
<b>Intellectual Property Rights</b>	means any and all (a) patents, trademarks, service marks, registered designs, including all applications and rights to apply for and be granted any of these rights, trade and business names (including Internet domain names and e-mail addresses) unregistered trademarks, unregistered

	trade and business names, database rights, copyrights, rights in designs and inventions and (b) rights of the same or similar effect to those specified in (a), in each case in any jurisdiction;
<b>Landlord</b>	means the entity with whom the Company has an agreement in place with for the use of the Site and/or Venue (as applicable);
<b>Licence</b>	means the licence granted by the Company to the Hirer under clause 3.1;
<b>Licence Period</b>	means the period of time granted by the Company to the Hirer to use the Premises, as specified in the Agreement, which includes any Set-up Days, the Event Days, and any De-Rig Days;
<b>Minimum Charge</b>	means the minimum charge payable by the Hirer to the Company, as per the Agreement, in respect of the Licence, based on the Minimum Number of Guests the Hirer has committed to as detailed in the Agreement;
<b>Minimum Number of Guests</b>	means the guaranteed minimum number of Guests that the Hirer agrees to pay for in relation to any per Guest charges as specified in the Agreement;
<b>Notified Number of Guests</b>	means the number of Guests that the Hirer anticipates will attend the Event, in accordance with clauses 5.2 and 5.3, and for which the Hirer agrees to pay for in relation to any per Guests charges as outlined in the Agreement;
<b>Overrun Fee</b>	means the fee set out in the Venue Specific Terms which is payable by the Hirer to the Company for defaulting on the agreed Licence Period;
<b>Package Additions</b>	means the services (including any per Guest charges related to an increase in the number of Guests over and above the Minimum Number of Guests) supplied by the Company to the Hirer in addition to the Provided Package, in accordance with clause 4.2;
<b>Package Event</b>	means a standard, non-bespoke Event where the Hirer only requires or undertakes minimal (if any) specific tailored additions;
<b>Plan</b>	means the plan of the Venue and the Site (where applicable) as included within the Venue Manual;
<b>Premises</b>	means the Venue and the Site;
<b>Premises Licence</b>	means the licence for the Venue issued under the Licensing Act 2003;
<b>Pre-Order Services</b>	means the provision of a pre-order service for beverages and/or food which the Company may offer as a service directly to the Hirer's Guests, at the request of (and with the support of) the Hirer, in accordance with clause 11.9;
<b>Provided Package</b>	means the facilities and services the Company agrees to provide to the Hirer (the cost of which is included in the Minimum Charge) as set out in the Agreement;
<b>Purchase Order</b>	means the purchase order for the placement of Services bearing a purchase order number (if applicable);

<b>Reservation Expiry Date</b>	means the date by which the Hirer must confirm its order for Services as detailed in the Agreement;
<b>Services</b>	means the Provided Package and the Package Additions;
<b>Set-Up Day</b>	means any day specifically booked with the purpose of preparing the Venue in readiness for the Event, during which no live Event is to take place;
<b>Set-Up Period</b>	means the period prior to the Event Times whereby the Venue is being set-up for an Event (which may take place on Event Days and/or Set-Up Days);
<b>Site</b>	means any internal or external areas within which the Venue is situated, as marked on the Plan;
<b>Telecommunications Network</b>	means the Wi-Fi, broadband and telephone facilities available at the Venue (if applicable);
<b>UK Data Protection Legislation</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
<b>Venue</b>	means the venue to be provided by the Company as detailed in the Agreement;
<b>Venue Capacity</b>	means the maximum number of Guests permitted in the Venue as outlined in the Venue Specific Terms;
<b>Venue Manager</b>	means the person, or persons, appointed by the Company to manage the Venue (and the Site) as notified to the Hirer;
<b>Venue Manual</b>	means the relevant document related to the Venue which contains specific operational information regarding the Venue;
<b>Venue Specific Terms</b>	means any specific Terms which apply to the Venue as outlined in Appendix 2; and
<b>Working Day</b>	means any day which is not Saturday, Sunday, Bank or other Public Holiday in England or Wales.

## 2. Agreement

- 2.1. The signed Agreement returned to the Company by the Hirer (by no later than the Reservation Expiry Date), constitutes an offer by the Hirer to purchase the Services from the Company in accordance with the Agreement and these Hire Terms.
- 2.2. The offer shall only be deemed to be accepted by the Company when the Company countersigns the Agreement at which point and on which date the Contract will come into existence (the "**Commencement Date**").
- 2.3. For the avoidance of doubt, the Company will provisionally reserve the Venue exclusively for the Hirer for the duration of the Licence Period until the Reservation Expiry Date. If the Company is not in receipt of a signed Agreement from the Hirer by the Reservation Expiry Date the Company reserves the right to automatically release the provisional reservation. Extensions to the Reservation Expiry Date may be granted by the Company at its sole discretion, however the Company is not bound to offer any alternative booking date if it is not possible to do so.
- 2.4. Subject to clause 32.1, the Contract constitutes the entire agreement between the Hirer and the Company. The Contract applies to the supply of Services to the exclusion of all other terms including but not limited to any terms which the Hirer may seek to impose or incorporate by virtue of any letter, Purchase Order or similar document, or which are implied by trade, custom, practice or course of dealing. The Hirer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.

## 3. Licence

- 3.1. The Company grants to the Hirer an exclusive, non-transferable and non-assignable right to use the Venue for the purposes of the Event during the Licence Period, subject to the Contract.
- 3.2. For the avoidance of doubt, where the Hirer is acting as agent for the Hirer's Client the Licence granted to the Hirer in clause 3.1 shall extend to the Hirer's Client but the Hirer shall be bound by the obligations set out in this Contract. The Hirer shall procure that the Hirer's Client shall also comply with the obligations set out in this Contract and that the Hirer's Client accepts the limitation of liability set out in clause 22. The Hirer shall at all times remain responsible for the acts and omissions of the Hirer's Client. For the purposes of this Contract, the obligations on the Hirer (where applicable to the Services) shall be deemed to include the Hirer's Client.
- 3.3. The Hirer shall not sell, charge or otherwise transfer the benefit of the Licence.

## 4. Provision of the Services

- 4.1. The Company shall provide the Provided Package as detailed in the Agreement.
- 4.2. The Company may provide to the Hirer such Package Additions as the Hirer requests the Company to provide, which may be a verbal or written request. The Hirer shall pay for such Package Additions at charges to be agreed between the parties. Package Additions are supplied on the Hire Terms of this Agreement and charges for such Package Additions are payable as detailed in clause 7.2.

## 5. Capacity and Guest Numbers

- 5.1. The Venue Capacity is specified in the Venue Specific Terms. The Company, at its sole discretion (and acting reasonably) reserves the right to reduce the Venue Capacity subject to an event specific fire risk assessment (that meets the requirements of the Government Fire Safety Risk Assessment - Guide to Large Places of Entertainment document or other approved guides.) The Event specific fire risk assessment shall be produced by the Company where the relevant Event is a Package Event and by the Hirer where the relevant Event is a Bespoke Event, unless otherwise agreed between the parties.
- 5.2. For events whereby Guests will attend by invitation and/or pre-sold tickets, the Notified Number of Guests attending the Event must be confirmed by the Hirer to the Company in writing at least seven (7) calendar days prior to the Licence Period (or any other such time period as may be agreed by the Company).
- 5.3. For Events, including exhibitions, where there will be a proportion of admission tickets available for Guests to purchase on arrival at the Venue, the Hirer will provide the Company with an update on the number of tickets sold (or given) to Guests, plus an estimate of the anticipated sales of tickets to Guests for each Event Day, in writing at least seven (7) calendar days prior to the Licence Period. This total

number of attendees will be considered to be the Notified Number of Guests (for each Event Day as applicable).

- 5.4. In the event that the number of Guests arriving at the Venue exceeds the Notified Number of Guests for an Event Day, the Hirer acknowledges that the Company may either (at its sole discretion):
  - 5.4.1. withhold entry to any attendees which exceed the Notified Number of Guests (the “**Unanticipated Guests**”) under which circumstance the Company will have no liability whatsoever for withholding entry; or
  - 5.4.2. agree to permit access to the Unanticipated Guests subject to the Hirer being liable to pay the Company in full for any per Guest charge (as outlined in the Agreement) for the Unanticipated Guests, plus any additional costs the Company may incur in relation to the attendance of the Unanticipated Guests;
  - 5.4.3. provided always that the total number of Guests permitted access to the Venue shall not exceed the Venue Capacity (in accordance with clause 5.1).
- 5.5. In signing this Agreement, the Hirer has committed to being charged for any per Guest charges included within the Provided Package (or Package Additions as agreed) based on the Minimum Number of Guests.

## **6. Licensing, Permits, Consents and Compliance with Law**

- 6.1. The Company shall have in place and maintain all licences, permits and consents required to provide the Services.
- 6.2. The Hirer must comply with all the terms of the Premises Licence (a copy of which is available upon request), all the provisions of the Licensing Act 2003, all the provisions of any other relevant regulations, and any regulations which the Venue Manager may require acting reasonably.
- 6.3. The Hirer must not, without the Company’s prior written consent, make any application to the Landlord or relevant licensing authority in relation to licensable activities at the Venue.
- 6.4. Where applicable to the Services being provided by the Company, the Company shall comply with the terms of the Premises Licence.
- 6.5. The Hirer shall use all reasonable endeavours to ensure that nothing shall be done by its employees, agents, contractors, sub-contractors, and Guests which will constitute a breach of law or in any way constitute a nuisance, an unreasonable disruption or be an infringement of the Premises Licence. The Company may require the removal of any person from the Premises, or refuse their admittance, who the Company reasonably considers to be an annoyance, nuisance or danger to any person, for which the Company shall not have any liability. The Company will use its reasonable endeavours to consult the Hirer in good faith prior to the removal of any person from the Premises, but the Hirer acknowledges and agrees that the circumstances may prevent this from being possible.
- 6.6. The Company undertakes and agrees that it shall comply with all applicable laws for the purposes of providing the Services.

## **7. Fees and Payment**

- 7.1. In consideration for providing the Provided Package to the Hirer and granting the Licence, the Hirer shall pay to the Company the Minimum Charge as set out in the Agreement.
- 7.2. Any or other sums due under the Agreement for Package Additions, in addition to the Minimum Charge, including Additional Guests, shall be payable to the Company in full within the timeframes as outlined in the Payment Schedule in the Agreement.
- 7.3. Notwithstanding the provisions of clause 7.2, the Company reserves the right to request immediate payment at any time for any exceptional costs incurred by the Company in relation to any Package Additions.
- 7.4. If the Hirer requires a Purchase Order to be issued it must give the Company the relevant Purchase Order as soon as reasonably practicable and in any event no less than 7 days prior to the payment due date. If the Hirer does not provide the relevant Purchase Order within the specified timeframe the Company will not be held liable for any delay in payments as a consequence of the Hirer not providing the Purchase Order. The Company will display any relevant Purchase Order number on its invoices, provided that the Hirer has provided any applicable Purchase Order numbers as set out in this clause 7.4.

- 7.5. Any queries regarding invoices must be made in writing to the Company at the registered address as outlined in the agreement or to [enquiries@smartgroupltd.co.uk](mailto:enquiries@smartgroupltd.co.uk) within ten (10) Working Days of receipt of invoice.
- 7.6. The Minimum Charge and all other sums due under the Contract are expressed to be exclusive of VAT. VAT shall be added to the invoice raised by the Company and will be payable by the Hirer at the prevailing rate. If the Hirer believes that it is entitled to claim back VAT then it should do so on its own accord
- 7.7. If the Hirer does not pay the Company in accordance with this clause 7 the Company may add interest to all amounts owed by the Hirer at the annual rate of 2 per cent above the published base rate of Lloyds Banking Group. Such interest shall accrue on a daily basis from the due date until payment is received (whether before or after judgment). For the avoidance of doubt, where an invoice (or any part of an invoice) is disputed and the Company applies interest in accordance with this clause, interest shall only accrue from the date on which the dispute in relation to such invoice is settled.
- 7.8. The Hirer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Hirer against any amount payable by the Company to the Hirer.

## **8. Venue Access**

- 8.1. The Company will allow the Hirer, the Hirer's Client, the Hirer's employees, Contractors and agent(s) of whom the Hirer have notified the Company access to the Venue during the Licence Period under the terms of the Contract.
- 8.2. The Company undertakes that the Venue will be made available to the Hirer during the Licence Period in accordance with these Hire Terms without restriction, in a condition that is recognised as industry standard and fit for purpose.
- 8.3. The Company shall use its reasonable endeavours to accommodate visits to the Venue prior to the Licence Period where possible but the Hirer understands that availability of the Venue for visits may not always be possible.
- 8.4. At all times during the Licence Period, acting in good faith, the Company and any persons authorised by the Company may access any part of the Premises for a reasonable and bona fide reason unless otherwise agreed with the Hirer prior to the Licence Period and shall do so at all times (except in emergency) in consultation with the Hirer.
- 8.5. Subject to Force Majeure or any delays caused by the Company or the Company's Contractors, the Hirer must ensure the Venue is clear of all persons or equipment brought to the Venue by the Hirer and/or the Hirer's Contractors, employees, agents or Guests by the end of the Licence Period. If the Hirer breaches its obligations under this clause, the Hirer may be charged an Overrun Fee, plus any other costs, charges or expenses incurred by the Company due to any disruption that may be caused to a subsequent hirer of the Venue.
- 8.6. If any payments as outlined in the Payment Schedule in the Agreement are outstanding, the Company may prevent access to the Venue by the Hirer, the Hirer's Client, the Hirer's employees, Guests, Contractors or agent(s) until such time as such outstanding monies are paid in full.

## **9. Rigging, AV, Production and Draping**

- 9.1. Any alterations the Hirer wishes to make to any production, lighting, sound, audio-visual or power distribution equipment or wall draping that may be included in the Provided Package must be notified to the Company and carried out by the Approved Production Company and any charges for the alterations will be notified in writing and charged to the Hirer by either the Approved Production Company, or by the Company, as advised to the Hirer.
- 9.2. Should the Hirer wish to supplement any production, lighting, sound, audio-visual or power distribution equipment or wall draping that may be included in the Provided Package, this must be notified to the Company and carried out by the Approved Production Company unless otherwise agreed with the Company or allowed for in the Venue Specific Terms. The Hirer will contract directly with the Approved Production Company and any charges will be invoiced directly to the Hirer by the Approved Production Company, unless otherwise agreed.

- 9.3. Any rigging and/or trusswork must be notified to the Company, undertaken by the Approved Production Company and will be charged to the Hirer by the Approved Production Company, unless otherwise advised.
- 9.4. The Hirer must seek prior permission from the Company and submit full risk assessments for the use of any acts or equipment that involve naked flame, pyrotechnics, lasers, search lights, strobe lighting, smoke effect machines and wind effect machines.
- 9.5. Power distribution must be undertaken in accordance with the latest edition of BS7909, and in particular the Code of Practice for Temporary Electrical Systems for Entertainment and Related Purposes.
- 9.6. All electrical works carried out by the Hirer, the Hirer's Client or their employees, Contractors or agents, shall be notified to the Company and carried out by a competent person.
- 9.7. All electrical installations shall comply with the Electrical Protocol the Electricity at Work Regulations 1989 and the Electrical Equipment (Safety) Regulations 1994.
- 9.8. All cables, conductors, plugs etc. shall be of the correct type, compatibility, size, current carrying capacity, and fulfil the legislative short circuit requirements. They shall also be properly insulated for the purpose for which they are intended. Any extension cables used shall be as short as possible and conform to the appropriate standard and IP rating for the environment. (e.g. BS EN 60309-2 for Ceeform or BS1363 for 13A). BS1363 connectors and cabling are to be used internally within the Venue only. The amperage of the appliance must be established before connection to an extension cable, and the combined amperage of the appliances connected to the extension cable, must never exceed the amperage at the outlet.

## **10. Security, Stewarding and First Aid**

- 10.1. Only the approved security company of the Company shall be used unless written consent is provided by the Company prior to the Licence Period. Security personnel engaged by the Company are, acting reasonably, to have authority over the Hirer, the Hirer's Client, its employees, agents, Contractors and Guests in relation to the security services which the security personnel are engaged by the Company to perform. The Hirer has no authority to instruct the Company's security personnel.
- 10.2. The Hirer may engage its own security company to supplement the security personnel supplied by the Company, provided always that (i) this is agreed with the Company prior to the Licence Period, (ii) that the Hirer understands that any supplementary security it provides will be in addition to (as opposed to in replacement of) the security levels required for the Event (as outlined in clause 10.3), and (iii) that it is understood by both the Hirer and its security Contractor that the Company's approved security personnel shall have the final authority in all matters regarding the security of the Venue and the health and safety of all persons within the Venue.
- 10.3. The Security Numbers required to operate during the Event Times will be calculated based on the minimum requirements as specified in the Venue Manual, provided always that the Security Numbers may be increased if reasonably required by the specific risk assessment for the Event.
- 10.4. Any Event security included within the Provided Package will be specified within the Agreement. Any additional Event security shall be charged to the Hirer at the rates to be advised by the Company.
- 10.5. Event first aid cover is required during the Event Times unless otherwise agreed. Any Event first aid cover included within the Provided Package will be specified within the Agreement. Any additional event first aid cover shall be charged to the Hirer at rates to be advised by the Company.
- 10.6. The Hirer shall ensure that there is sufficient first aid cover during the Licence Period outside of the Event Times, and make any additional arrangements necessary for such cover accordingly.
- 10.7. Security and Event first aid cover will commence working a minimum of 30 minutes prior to the start of the Event Time and finish when the Venue is clear of all Guests. Any additional charges incurred by the Company for security personnel and/or Event first aid cover due to an overrun of the Event Times will be charged to the Hirer.

## **11. Catering and Beverages**

- 11.1. The Hirer shall not (unless permitted under this Contract in relation to a corkage or beverage management package which has been agreed) do anything which may infringe the exclusive right of the Company or any person, company or firm authorised by the Company to supply food, beverages (alcoholic or non-alcoholic) or other refreshments within the Venue and in particular shall not bring or allow to be brought in by any unauthorised person or company any food, beverage, alcohol or other



refreshments for consumption or sale within the Venue, unless with the Company's prior written consent.

- 11.2. Unless otherwise agreed in writing, the Hirer shall use the Company's authorised caterer for all food and beverage requirements (including for the provision of food and beverage for the Hirer's employees and Contractors) within the Premises.
- 11.3. Subject always to compliance with clause 5 and the contracted Minimum Number of Guests, the Hirer will inform the Company of the number of Catered Guests no later than seven (7) calendar days prior to the Licence Period (the "**Catering Numbers Deadline**").
- 11.4. Reasonable increases in the number of Catered Guests, or additional special dietary requirements, may be made after the Catering Numbers Deadline with the prior written approval of the Company. The Company shall use reasonable endeavours to accommodate any increase in the number of Catered Guests, or additional special dietary requirements, but cannot guarantee any such changes after the Catering Numbers Deadline. The Client agrees that any increase in the number of Catered Guests or additional special dietary requirements as notified after the Catering Numbers Deadline are subject to a 15% increase above the price per head of any food / menu related items as stated in the Agreement.
- 11.5. No reductions may be made to the number of Catered Guests after the Catering Numbers Deadline (or after any subsequent increase in the number of Catered Guests under clause **Error! Reference source not found.**).
- 11.6. The Hirer shall (subject always to compliance with the Data Protection Legislation) notify the Company of any Guests with religious, special dietary needs or food allergies at ten (10) Working Days before the Event to allow suitable arrangements to be made to accommodate them. The Company reserves the right to charge additional prices for any extra costs it incurs delivering any special dietary requirements (such prices to be advised to the Hirer as soon as reasonably practicable but in advance of the Licence Period).
- 11.7. Unless otherwise agreed in writing (and excluding occasions where a corkage or beverage management package has been agreed), the Hirer shall use the Company's bar and alcohol provision for all Guest beverage requirements at the Venue.
- 11.8. The Hirer shall provide details of all bar and alcohol requirements to the Company as soon as possible and in any event not less than 2 months prior to the commencement of the Licence Period. The Company shall use its reasonable endeavours to accommodate any changes to the bar and alcohol provision requested after this time but cannot guarantee the requested changes will be possible.
- 11.9. In the event that the Company agrees to provide a Pre-order Service to the Hirer's Guests, the Hirer will be responsible for:
  - 11.9.1. promoting the Pre-Order Service to the Guests in its marketing and other Event related materials
  - 11.9.2. providing the Company, if requested, with contact details (telephone number and email address) of its Guests so that the Company may make contact with the Guests to proactively offer the Pre-Order Service; and
  - 11.9.3. ensuring that the Hirer has the permission of the Guests to pass on their Personal Data to the Hirer for the sole purpose of pro-actively offering the Pre-Order Service.
- 11.10. In the event that written consent is given for a third party other than the Company to serve alcohol the Hirer must ensure that the third party responsible for serving alcoholic beverages has a personal licence holder at the Venue on the Premises at all times during the Event and must inform the Company in advance of the details of the personal licence holder that will be present.
- 11.11. Any additional charges incurred by the Company for catering and/or beverage personnel due to an overrun of the agreed catering and/or bar timings may be charged on to the Hirer, unless caused by a delay or fault of the Company.

## **12. Environment and Health and Safety**

- 12.1. The Company is responsible for the overall management and the health and safety of the Venue, and any contractors and staff appointed by the Company.
- 12.2. The Hirer shall be responsible for the health and safety of the Hirer's employees, the Hirer's Client, Contractors, agents and Guests and will during the Licence Period, ensure they comply with their duties under the Health & Safety at Work Act etc. 1974, the Fire Precautions (Workplace) Regulations 1997 (as amended) and all relevant regulations, codes of practice and statutory instruments relevant to the Event.

12.3. The Hirer must prior to the Licence Period:

12.3.1. **for Bespoke Events:**

- (a) provide to the Company a Health and Safety policy document, which the Hirer, its employees, Contractors and Guests must adhere to at all times, to include a risk assessment and method statement (RAMS), event layout plan, production event schedule (including all deliveries), rigging plot and contact details of all suppliers, contractors and sub-contractors working at the Premises during the Hire Period; and
- (b) nominate a suitably qualified, competent and experienced individual for the Event who will be the health and safety representative and make this person known to the Venue Manager. The Hirer's health and safety representative shall have overall responsibility for health and safety matters for the Hirer, the Hirer's Client and their Contractors. Details of such person will be notified to the Company as soon as possible and, in any event, within the time period specified in the timeline enclosed within the Venue Manual. The person's name and contact details will also be provided in accordance with the documentation required as outlined in Appendix 1.

12.3.2. **for Package Events**

- (a) provide to the Company a risk assessment and method statement (RAMS) for any contractor (or sub-contractor) engaged by the Hirer to work at the Premises during the Hire Period; and
- (b) nominate a competent and experienced individual for the Event who will be the health and Safety representative and make this person known to the Venue Manager. Details of such person will be notified to the Company as soon as possible and, in any event, within the time period specified in the timeline enclosed within the Venue Manual. The person's name and contact details will also be provided in accordance with the documentation required as outlined in Appendix 1.

12.4. The Hirer's health and safety representative will ensure that all the Venue's health and safety policies are adhered to by the Hirer, the Hirer's Client, and their Contractors, Guests and employees. The Venue Manager may override any decision made by the Hirer, the Hirer's Client, its Contractors, employees or agents, where it is in the interests of promoting the safety of the Guests or any other person at the Venue.

12.5. The Hirer must keep a written record of (amongst other things) all accidents, near misses, complaints, unplanned events, structural failures of equipment, outbreaks of fire, outbreaks of disorder that occur involving its employees, the Hirer's Client, Contractors or Guests at the Venue and/or Site during the Licence Period and provide on demand a copy of this record to the Company. The Hirer will also be responsible for reporting any accident to its employees, Contractors or Guests that falls within the definition of the RIDDOR regulations to the HSE within the agreed reporting periods, and providing a copy of any RIDDOR reports to the Company for their records.

12.6. Excluding any equipment provided by the Company, the Hirer must use all reasonable endeavours to ensure that any equipment used by the Hirer, the Hirer's Client, their Guests, employees and Contractors at the Venue complies with all relevant statutory regulations and requirements.

12.7. The Hirer must ensure that all documentation required as detailed in Appendix 1 is available at the Venue from the start of the Licence Period and is produced on request by the Venue Manager.

12.8. If the Hirer engages a Contractor (or sub-contractor) for the provision of sound (including disco and band sound), the Hirer shall not permit any noise to occur at levels likely to cause nuisance or disturbance to neighbours. The Hirer shall pay particular attention to noise nuisance as a direct result of base amplitude. The Hirer will respond to any request of the Company to reduce noise/music levels immediately. Failure to do so may result in the audio equipment being disabled and/or the Event being immediately terminated early without any liability to the Company.

12.9. In the event that the Hirer arranges a band or DJ to perform during the Event, the Company (acting reasonably) reserves the right to appoint a suitably qualified sound specialist to monitor and advise on noise levels. Any costs incurred by the Company for the sound specialist may be charged on to the Hirer at rates to be advised to the Hirer.

12.10. The Venue Manager is to be notified by the Hirer of the timings for all sound checks at least 2 hours in advance. All doors to the Venue must be completely closed during sound checks and performances.

### **13. Hirer's Contractors**

- 13.1. The Hirer will ensure that all Contractors engaged by the Hirer are reputable and suitably qualified for and experienced in the type of work for which they are engaged.
- 13.2. If the Hirer employs anyone under the age of 18 the Hirer will carry out an appropriate "Young Persons" risk assessment and have this available for inspection if requested by the Company.
- 13.3. It is the Hirer's responsibility to ensure that each of its Contractors (including any sub-contractors) holds public liability insurance to any minimum level as may be stated in the Hirer's own public liability insurance policy. The Company reserves the right to request of suitable evidence of the a Contractor's public liability insurance cover.

### **14. Hirers Property**

- 14.1. The Hirer is responsible for all fittings, structures (fixed or mobile), vehicles (of any description), articles, objects, or equipment (of any description) not owned/managed by the Company at the Venue during the Licence Period.
- 14.2. The Company, its employees, Contractors and agents are not responsible for any of the Hirer or the Hirer's Client's property, or property belonging to any of their employees, agents, Contractors, sub-contractors or Guests except as expressly set out in this Contract.

### **15. Damages and Condition**

- 15.1. The Venue Manager together with the Hirer will inspect the Venue at the start and end of the Licence Period. The Venue Manager will notify the Hirer in advance as to the times of the inspections.
- 15.2. Subject to clause 22, the Hirer must pay the reasonable costs of making good any damage to the Premises due to damage caused to the Premises directly resulting from any act or default of the Hirer, the Hirer's Client or their agents, officers, sub-contractors, or Guests.
- 15.3. The Company will ensure the Premises is clean prior to the commencement of the Licence Period, and will clean the Venue after the Event, before the Hirer's Licence Period terminates, unless otherwise agreed.
- 15.4. Any additional cleaning requirements in addition to that stated within the Provided Package, including (but not limited to) as a result of special effects such as snow, confetti cannons, streamers or party poppers, will be charged to the Hirer for each additional hour at cleaning rates to be advised by the Company.
- 15.5. With the exception of waste generated by the provision of the Services, the Hirer is responsible for removing all waste from the Venue prior to the end of the Licence Period. Should the Hirer use any of the Company's skips, or any waste is left at the Venue after the end of the Licence period, the Hirer will incur additional charges for any waste clearance and skip emptying.

### **16. Prohibited Activities**

- 16.1. The Hirer, the Hirer's Client and their agents, employees, Contractors, and Guests shall make no alterations to the Venue or any fixtures or fittings without the prior written consent of the Company and shall be liable for any costs incurred by the Company to return the Venue back to its original state.
- 16.2. The Hirer will not, nor permit or instruct any person to, bring into the Venue any material or substance which is dangerous, explosive or inflammable, or is likely to become so, unless with prior written consent of the Company.
- 16.3. The Company does not allow smoking (including vaping and e-cigarettes) inside the Venue at any time. Should the Hirer, the Hirer's Contractors or Guests smoke inside the Venue they will be asked to leave the Premises immediately.
- 16.4. The Hirer will use all reasonable endeavours to ensure that none of the following activities take place at the Venue during the Licence Period:
  - 16.4.1. illegal betting or gaming;
  - 16.4.2. the use of any illegal drugs or substances;
  - 16.4.3. body piercing or needle tattooing;
  - 16.4.4. striptease, lap dancing or any similar type of entertainment;
  - 16.4.5. the use or sale replica weapons, graffiti products or aerosol spray cans (with the exception of cosmetic spray cans such as deodorant or hair spray); or
  - 16.4.6. the sale or distribution of food, drinks, cigarettes or any other consumable refreshment without the Company's prior written consent.

- 16.5. The Hirer shall not use, nor grant the right to any other person to use, any part of the Premises for:
- 16.5.1. any illegal, immoral, indecent or dangerous purpose or any other purpose which the Company reasonably believes may be harmful to its reputation, or the reputation of the Landlord; or
  - 16.5.2. any purpose which, in the Company's reasonable opinion, may be or become a nuisance, disturbance or annoyance to the Company, the Landlord, the local authority or local residents.
- 16.6. The Hirer may not film or broadcast live from the Venue or the Site without the prior agreement from the Company (such agreement not to be unreasonably withheld) and will be liable for covering any reasonable costs incurred by the Company associated with any live filming or broadcasting. The Hirer understands that the Company, under the Company's agreement with the Landlord, may need to seek permission from the Landlord and cannot be liable in the event that any such Landlord permission for filming and/or broadcasting is denied.
- 16.7. For the purpose of clarification of clause 16.6, any broadcast which is to be viewable by the general public (for example on television networks or via the internet) will require prior permission, but any filming for which the purpose is to show the Event live on screens at the Event, to create marketing material, or live streaming over the internet to companies/individuals associated with the Event, will not require permission, unless where outside broadcast vehicles are required to be on Site.

## **17. Children, Vulnerable People and Animals**

- 17.1. The Hirer shall ensure that any Event involving children fully considers the welfare of those children taking part, and that the Hirer (and its employees and Contractors) comply with the provisions of the Children Act 2004.
- 17.2. The Hirer will ensure there is a plan to deal with a child who has been separated from an adult, or has received an injury, on the Premises. Information is to be provided to the Venue Manager that details how to approach and deal with an individual child or children to safeguard the health and well-being of the child or children (being a person under the age of 18 years).
- 17.3. The Hirer shall ensure that, where appropriate, all the Hirer or the Hirer's Client's, employees, Contractors and volunteers with access to children and vulnerable people have necessary disclosure and barring service clearance prior to the Event.
- 17.4. No animals, except assistance dogs, shall be allowed access to the Venue, except without the prior written consent of the Company.

## **18. Venue Manager**

The Venue Manager shall retain overall responsibility for the Premises and any Contractors appointed by the Company and the Hirer and the Hirer's Client must comply with all his/her instructions and directions during the Licence Period.

## **19. Photography, Social Media, Advertising & Signage**

- 19.1. The Hirer may only use the name of the Venue, Company or the name of any of the Company's affiliate companies in advertising and publicity in connection with the Event, but not otherwise.
- 19.2. The Hirer shall not make or authorise any press releases or statement containing any derogatory or detrimental remarks about the Company.
- 19.3. The Company shall not make any press releases or statement regarding the Event without prior consent from the Hirer, with the exception of relevant social media posts, unless otherwise agreed by the Hirer.
- 19.4. The Hirer shall provide the Company with not less than ten (10) high resolution images of the Event which the Company may reproduce in its marketing materials, unless otherwise agreed.
- 19.5. The Company may arrange its own photography and/or filming, always subject to agreement with the Hirer prior to the Event.
- 19.6. The Hirer may only erect signs (including directional signage) or banners on the Premises in accordance with the instructions enclosed within the Venue Manual. Any signs / banners erected which are not in accordance with the instructions will be removed by the relevant authority and any charges made by the relevant authority in this respect will be passed on to the Hirer. All signs/banners shall be removed immediately after the Event has taken place.

## **20. Insurance**

- 20.1. The Hirer shall (at the Hirer's own expense and cost) take out and maintain employers liability insurance and public liability insurance of not less than £10,000,000 (£10 million), in respect of each and every

claim arising out of or in connection with the Licence and caused or contributed to by any act, omission or negligence of the Hirer, the Hirer's Client and their Guests, employees or agent(s) or of any of their Contractors.

- 20.2. The insurance referred to in clause 20.1 shall:
- 20.2.1. confer on the Company status as a principal and contain an "indemnity to principals clause"; and
  - 20.2.2. cover the loss or damage to equipment brought to the Premises by the Hirer;
- 20.3. Although it is not compulsory, the Company advises that the Hirer takes out event cancellation insurance to cover its potential losses (which may extend beyond any losses associated with this Licence) in the event of the termination of the Licence due to Force Majeure. In relation to the Hirer's Client (as the case may be), the Company advises that the Hirer recommends to the Hirer's Client to take out event cancellation insurance for such potential losses.
- 20.4. The Company shall (at the Company's own expense and cost) take out and maintain employers' liability insurance and public liability insurance of not less than £10,000,000 (£10 million), in respect of each and every claim arising out of or in connection with the Licence and caused or contributed to by any act, omission or negligence of the Company, the Company's employees or agent(s) or of any of the Company's Contractors.
- 20.5. Each party will, at the request of the other party, provide the other party with a copy of the party's certificate of insurance and other evidence to confirm that the required insurance policies are in force and will inform the other as soon as reasonably practicable if such insurance ceases to be maintained or are altered.

## **21. Force Majeure**

- 21.1. The Company shall not be responsible for failure to carry out any of its duties under the Contract to the extent to which the failure is caused by an event of Force Majeure, provided that the Company has taken all reasonable steps to prevent and avoid the Force Majeure, including:
- 21.1.1. the Company shall carry out its duties to the best level reasonably achievable in the circumstances of the Force Majeure;
  - 21.1.2. the Company will take all reasonable steps to overcome and mitigate the effects of the Force Majeure as soon as reasonably practicable, including actively managing any problems caused or contributed to by third parties and liaising with them.
- 21.2. On becoming aware of the Force Majeure, the Company shall promptly inform the Hirer in writing that something has happened which is a Force Majeure, giving details of the Force Majeure, which Services have been affected, together with a reasonable estimate of the period during which the Force Majeure will or is expected to continue to the extent such information is known by the Company.
- 21.3. As soon as reasonably practicable upon becoming aware of the Force Majeure, the Company will provide written confirmation and reasonable evidence of the Force Majeure, to the extent such information is available to the Company; and
- 21.4. The Company shall notify the Hirer when the Force Majeure has stopped.

## **22. Liability**

- 22.1. Nothing in the Contract shall exclude or limit either party's liability in respect of death or personal injury, which is caused by the party's negligence or for fraudulent misrepresentation or any other exclusion not permitted by law.
- 22.2. Save as expressly stated in the Contract, all conditions, and warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 22.3. Unless caused by the negligence or wilful misconduct of the Company, its officers, employees or agents, the Hirer shall fully and promptly indemnify the Company in respect of all damages, costs, claims, demands, liabilities and expenses (including without limitation legal expenses) suffered or incurred by the Company and arising out of or in connection with the Event or caused or contributed to by any direct act or omission or negligence of the Hirer, the Hirer's Clients and their employees, Contractors agent(s) and Guests including any breach of the Contract.
- 22.4. The Company shall have no liability to the Hirer or the Hirer's Client arising under or in connection with this Contract including but not limited to liability in contract, tort or breach of statutory duty or otherwise, in respect of:

- 22.4.1. any inability to use or access any part of the Venue or any Services by reason of an event of Force Majeure;
  - 22.4.2. the loss, theft or damage to any property of the Hirer or of any of the Hirer's Contractors, the Hirer's Client, employees, or Guests;
  - 22.4.3. any loss or damage caused by the negligent or faulty installation of any item brought onto the Premises by the Hirer, the Hirer's Client, employees, Contractors or Guests, notwithstanding any checks or inspections that the Company or one of the Company's Contractors may have carried out;
  - 22.4.4. any loss of profits, goodwill, business, revenue or opportunity; or
  - 22.4.5. any indirect or consequential loss.
- 22.5. Subject to clause 22.1 and 22.4, the Company's total liability to the Hirer and the Hirer's Client in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, shall in no circumstances exceed £50,000 or 100% of the monies actually received by the Company under the Contract (whichever is greater).

### **23. Cancellation by the Hirer**

- 23.1. If the Hirer wishes to terminate the Contract, such cancellation must be made in writing to the Company and the Company may charge a Cancellation Fee as set out in the Agreement.
- 23.2. If after the Hirer has given notice to terminate the Contract, the Company is able to hire the Venue for the Licence Period to another customer, the Hirer's Cancellation Fee will be reduced by any sums the Company receives from such other customer and the Company will not unreasonably refuse or reject an offer or approach made by any other customer, provided it is made on the usual terms, at the usual prices charged by the Company for an event of its type, and delivers the same profit margin.
- 23.3. The Company may retain all or part of any Deposit already paid by the Hirer in whole or partial satisfaction of the Cancellation Fee.
- 23.4. The Cancellation Fee and any other sums due to the Company under this clause 23 shall be paid to the Company without any deduction or withholding of any nature within thirty (30) days of submission of the Company's invoice. In the event that the total deposits paid by the Hirer to the Company prior to the date of termination exceeds the Cancellation Fee due, the Company will credit the difference to the Hirer within thirty (30) days of the date of termination.

### **24. Termination**

- 24.1. The Company may terminate the Contract by written notice with immediate effect if:
  - 24.1.1. the Hirer is in breach of the Hirer's obligations under the Contract (other than the Hirer's payment obligations) and (in the case of a breach which is capable of being remedied) the Hirer has failed to rectify such breach within ten (10) days of the Company's notice to the Hirer specifying the breach and requiring a remedy;
  - 24.1.2. if any payment due from the Hirer is overdue and the Event is to be held within 28 days, where the Company has given the Hirer at least 2 days' notice of its intention to terminate and the Hirer has failed to rectify the breach;
  - 24.1.3. if any payment due from the Hirer is overdue and the Event is in more than 28 days, where such payment is overdue for a period of fourteen (14) days or more and the Company has given the Hirer at least 2 days' notice of its intention to terminate and the Hirer has failed to rectify the breach;
  - 24.1.4. due to an event of Force Majeure the Company is prevented, delayed or hindered (or reasonably considers that it will be prevented, delayed or hindered) from carrying out any of the Company's obligations under the Contract;
  - 24.1.5. it comes to the Company's attention that the Hirer intends to use the Venue for a purpose other than as has been specified to the Company in the Agreement or if the Company reasonably believes that the Event may lead to acts of violence or damage to the Venue or bring the Company or Venue into disrepute;
  - 24.1.6. the Hirer fails to submit the information as detailed in the timeline of the Venue Manual within the stated timeframe, resulting in the Company being unable to notify the local authorities of these details and thus the local authorities not permitting the Event to take place;
  - 24.1.7. the Hirer gives notice to the Hirer's creditors that the Hirer has suspended or is about to suspend payment of its debts, or the Hirer is deemed unable to pay the Hirer's debts within

the meaning of Section 123 of the Insolvency Act 1986, or an application is made to court or an order is made or resolution passed for the Hirer's winding up or an administration order shall be made in respect of the Hirer, or the Hirer shall become insolvent or shall make any assignment for the benefit of creditors or have a receiver appointed of all or any part of the Hirer's assets or take or suffer any similar action in consequence of debt.

- 24.2. On notice of termination pursuant to clause 24.1 a sum equivalent to the Cancellation Fees due in accordance with Clause 23.1 shall become immediately due and payable to the Company as if the Hirer had terminated the Contract. For the avoidance of doubt in the event of termination due to Force Majeure, any deposits paid by the Hirer will be retained by the Company.
- 24.3. Termination of the Contract by the Company shall be without prejudice to any other rights and remedies that the Company may have in respect of any breach by the Hirer of the Hirer's obligations under the Contract.
- 24.4. The Hirer may terminate the Contract by written notice with immediate effect if:
- 24.4.1. the Company gives notice to the Company's creditors that the Company has suspended or is about to suspend payment of its debts, or the Company is deemed unable to pay the Company's debts within the meaning of Section 123 of the Insolvency Act 1986, or an application is made to court or an order is made or resolution passed for the Company's winding up or an administration order shall be made in respect of the Company, or the Company shall become insolvent or shall make any assignment for the benefit of creditors or have a receiver appointed of all or any part of the Company's assets or take or suffer any similar action in consequence of debt; and
  - 24.4.2. for convenience subject to the payment of the Cancellation Fees, expenses and indemnities and any other payments due under the Contract.

## **25. Intellectual Property**

- 25.1. The Hirer will ensure that the Hirer, the Hirer's Client, performers, agents and Contractors, have all necessary licences and consents in respect of all Intellectual Property Rights provided by them during the Licence Period and all other goods and materials sold or otherwise, promoted or displayed in relation to the Event.
- 25.2. The Company will ensure that the Company, the Company's performers, agents and Contractors, have all necessary licences and consents in respect of all Intellectual Property Rights provided by them during the Licence Period for the purposes of the Services and all other goods and materials sold or otherwise, promoted or displayed in relation to the Event.
- 25.3. Each party shall indemnify the other party in respect of all damages, costs, claims, demands, liabilities and expenses (including legal expenses) suffered or incurred by the other party as a result of any claim that any aspect of the Event infringes the Intellectual Property Rights of any person.

## **26. Confidentiality**

- 26.1. Each party undertakes that it shall not at any time at any time during this Contract, and for a period of two years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 26.2.
- 26.2. Each party may disclose the other party's confidential information:
- 26.2.1. to the Hirer's Client for the purposes of this Contract only;
  - 26.2.2. its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 26; and
  - 26.2.3. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 26.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 26.4. The Hirer shall procure that the Hirer's Client keeps the terms of the Agreement confidential.

## **27. Data Protection**

- 27.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 27 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 27, Applicable Laws means (for so long as and to the extent that they apply to the Company) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 27.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Hirer is the Controller and the Company is the Processor. Clause 27.3 sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 27.3. Without prejudice to the generality of clause 27.1, the Hirer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of this agreement and warrants that it is entitled to transfer and the Company is entitled to process all Personal Data in accordance with Data Protection Legislation. Where special category Personal Data (as defined under the UK Data Protection Legislation) of any individuals is passed on to the Company for the purposes of providing the Services (including but not limited to dietary requirements arising from health conditions or religious beliefs), the Hirer represents and warrants that the Hirer has permission to share such Personal Data with the Company and its sub processors for the purposes of providing the Services. Where required by Data Protection Legislation, the Hirer warrants that it has notified and obtained the explicit consent of those individuals whose special category Personal Data may be shared with the Company and will produce a copy of such explicit consent on request. For the avoidance of doubt, the Hirer shall have sole responsibility for the accuracy, quality and legality of the Personal Data and the means by which the Hirer acquired such Personal Data.
- 27.4. Without prejudice to the generality of clause 27.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this Contract:
- 27.4.1. process that Personal Data only on the documented written instructions of the Customer unless the Company is required by Applicable Laws to otherwise process that Personal Data. Where the Company is relying on Applicable Laws as the basis for processing Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Hirer;
  - 27.4.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
  - 27.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - 27.4.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Hirer has been obtained and the following conditions are fulfilled:
    - (i) the Company or the Hirer has provided appropriate safeguards in relation to the transfer;
    - (ii) the data subject has enforceable rights and effective legal remedies;
    - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (iv) the Company complies with reasonable instructions notified to it in advance by the Hirer with respect to the processing of the Personal Data;
  - 27.4.5. assist the Hirer, at the Hirer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 27.4.6. notify the Hirer without undue delay on becoming aware of a Personal Data Breach;
  - 27.4.7. at the written direction of the Hirer, delete or return Personal Data and copies thereof to the Hirer on termination of the agreement unless required by Applicable Law to store the Personal Data; and



- 27.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 27 and allow for audits by the Hirer or the Hirer's designated auditor and immediately inform the Customer if, in the opinion of the Company, an instruction infringes the Data Protection Legislation.
- 27.5. The Hirer expressly consents to and authorises the appointment by the Company of any agent, subcontractor or other third party as a sub processor (including but not limited to the Company's group companies and other notified external third parties) for the purposes of providing the Services. The Hirer may at any time request and the Company shall make available a current list of sub processors in the relevant Venue Manual and provide notification of any new sub processors, which the Hirer shall have the right to object to in accordance with the Data Protection Legislation. The Company confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 27 and in either case which the Company confirms will reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Hirer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 27.
- 27.6. The processing of the Company shall be as follows:
- 27.6.1. Subject matter, nature and purpose of processing: the Company shall process Personal Data as necessary to perform the Services pursuant to this Agreement.
  - 27.6.2. Duration: for the term of the Agreement, unless otherwise agreed in writing.
  - 27.6.3. Types of Personal Data: information including but not limited to name, job title, email address, phone numbers, employing company, special category Personal Data in relation to special dietary requirements.
  - 27.6.4. Categories of data subjects: the Hirer may submit Personal Data as required for the Services, which may include but not be limited to data subjects including employees of the Hirer or the Hirer's Client and/or its contractors, individual guests of the Hirer.
- 27.7. The Hirer agrees to indemnify, keep indemnified and defend at its own expense the Company against all costs, claims, damages or expenses incurred by the Company or for which the Company may become liable due to any failure by the Hirer, the Hirer's Client, their employees, subcontractors or agents to comply with any of its obligations under this clause 27 or the Data Protection Legislation.

## **28. Anti Bribery and Modern Slavery**

- 28.1. The Company and the Hirer shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 in connection with this Agreement. The Company and the Hirer shall not offer, give, request, accept or receive bribes, including facilitation payments and shall disclose immediately knowledge or suspicion of bribery or corruption. The Company and the Hirer shall each use its best endeavours to prevent bribes (including by adopting adequate procedures in accordance with the Bribery Act 2010) and ensure that its personnel, any third party agent, subcontractor, or other representative used in the performance of its obligations under this Contract are aware of and comply with this provision.
- 28.2. The Company shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including the Modern Slavery Act 2015.

## **29. Assignment**

- 29.1. The Hirer may not assign, transfer, charge or subcontract or purport to assign, transfer, charge or subcontract the Contract or any of the Hirer's rights, liabilities or obligations under the Contract without the Company's prior written consent.
- 29.2. Where the Hirer is acting as agent for the Hirer's Client, the Hirer will act on behalf of the Hirer's Client and this Agreement shall not be assigned to the Hirer's Client.

## **30. Notices**

- 30.1. Any notice or other communication required or authorised to be given under the Contract shall be in writing and may be served by email, personal delivery or by first class recorded delivery post to the address given in the Agreement.

- 30.2. Subject to proof to the contrary, notices shall be deemed served:
- 30.2.1. in the case of a notice delivered by email, upon receipt of a delivery receipt;
  - 30.2.2. in the case of a notice delivered personally, when left at the address detailed in clause 30.1, at the time of delivery;
  - 30.2.3. in the case of a notice sent by post, on the second Working Day following the day of posting.
  - 30.2.4. The provisions of this clause 30 shall not apply to the service of any proceedings or other documents in any legal action.
- 30.3 Address details for the Hirer are set out in the Agreement. The Company's address details are set out in the Agreement and its email address is enquiries@smartgroupltd.co.uk and copied to Smart@Mackrell.com.

### **31. Disputes**

- 31.1. If any dispute arises in relation to the Contract, representatives of the parties will negotiate promptly and in good faith in an attempt to resolve the matter between them. If the parties are unable to resolve any dispute after negotiation, and if the parties so agree, the matter shall be referred to mediation within thirty (30) calendar days of one party giving notice to the other party that, in its reasonable opinion, no agreement will be reached by them and in accordance with the procedures laid down from time to time by the Centre for Dispute Resolution.
- 31.2. If a dispute arises less than 30 days prior to an Event taking place, the Hirer and the Company shall each immediately refer the dispute to their respective CEOs (or equivalent officer) for discussion and resolution as soon as reasonably possible and each party shall promptly attempt to resolve any dispute within 5 working days of such dispute being identified and notified, or such shorter period as may be required for the purposes of the relevant Event.

### **32. Miscellaneous**

- 32.1. Any amendment to the Contract shall be in writing, signed by the parties and expressed to be for the purpose of such amendment.
- 32.2. The Company reserves the right to review these Hire Terms from time to time to reflect changes in relevant laws and regulatory requirements. The Hirer will be notified in due time of such changes and be deemed to have accepted any such changes if the Company does not receive a written objection from you within 20 Working Days of receipt of the revised Hire Terms.
- 32.3. Nothing in the Contract shall create, or be deemed to create, a partnership or the relationship of agent and principal or employer and employee between the parties.
- 32.4. Unless otherwise stated herein, all rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the parties by law or otherwise and any failure at any time to insist upon or enforce any such right, remedy or power shall not be construed as a waiver thereof.
- 32.5. If any clause or part thereof of these Hire Terms or the Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other clause or part thereof all of which shall remain in full force and effect.
- 32.6. The parties do not intend that the terms of the Contract should be enforceable, by virtue of the Agreements (Rights of Third Parties) Act 1999, by any person who is not a party to the Contract.
- 32.7. No delay or indulgence on the Company's part in enforcing the Contract shall prejudice the Company's strict rights under the Contract nor shall it be construed as a waiver of such rights.
- 32.8. If the Hirer is more than one person, company and or firm, any liability arising under the Contract shall be the joint and several liability of all those persons, companies and/or firms (the "Principal") and any demand for payment made or notice given by the Company to any one or more of the Principals shall be deemed to be a demand or notice given to all Principals. The Company may release or discharge any one or more of the Principals from liability under this undertaking or accept compositions from or make any other arrangements with any of the Principals without consequence releasing or discharging the others or otherwise prejudicing or affecting the Company's rights and remedies against the other Principals.
- 32.9. Dates and timings are offered subject to approval of the Event by the relevant local authority. Notwithstanding any other provision of these Hire Terms or the Agreement, if local authority approval is granted and then subsequently revoked, withdrawn or varied due to the Hirer having provided false

or misleading statements or representations or omitted to provide information to the Company regarding the nature of the Event which results in such revocation or withdrawal of the Event, the Hirer shall not be entitled to a refund of any amounts paid by the Hirer to the Company.

### **33. Laws and Jurisdiction**

33.1. The Contract and any non-contractual obligations arising out of or in connection with the Hire Terms or the Agreement shall be governed by and construed in accordance with the laws of England.

33.2. The parties agree that the courts of England are to have exclusive jurisdiction to settle any disputes arising out of or in connection with (i) the creation, validity, effect, interpretation or performance of, or the legal relationships established by or otherwise arising out of or in connection with the Contract and (ii) any non-contractual obligations arising out of or in connection with the Contract. For such purposes each party irrevocably submits to the jurisdiction of the English courts.

## Hire Terms Appendices

### Appendix Index

#### **Appendix 1 – Documentation Checklist**

#### **Appendix 2 – Venue Specific Terms**

- A.** Venue Specific Terms for Events taking place in the Venue “**Evolution London**”
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- D.** Venue Specific Terms for Events taking place in the Venue “**Freemasons Gallery**”

## **Appendix 1 – Documentation Checklist**

The following documents and certificates must be on the Premises throughout the Licence Period and produced when requested:

### **Hirer's Documents**

- Employers liability and public liability insurance certificates
- Event risk assessment (for Bespoke Events or Package Events where requested by the Company)
- Contact details of the person responsible for the implementation of health & safety policy and procedures (i.e. senior manager)
- Contact details of the person on the Premises with responsibility for implementing health & safety policies and procedures
- Risk assessments/work method statements where applicable or where required by the Company.

### **Contractors Documents**

- Health & safety policy document
- Employers liability & public liability insurance certificates

### **Certificates**

- Completion certificates where applicable (for additional stages, scenery, shell scheme, seating etc.).

## Appendix 2 – Venue Specific Terms

The following terms are specific to each Venue and only apply to the Contract where the Venue is detailed in the Agreement.

### A) Venue Specific Terms for Events taking place in the Venue “Evolution London”

#### A.1. Definitions

For Events booking within the Venue “Evolution London” the following words shall have the following meanings when capitalised unless the context requires otherwise:

<b>Notification of Event Form</b>	means the document, enclosed within the Venue Manual, which must be completed and submitted to the Company in accordance with clause A.5.1;
<b>Park</b>	means Battersea Park, London SW11, within which the Premises is located;
<b>Parks Police</b>	means the Parks Police Officers which are required to be in attendance at every Event;

#### A.2. Venue Capacity

A.2.1. Subject to clause 5.1 the maximum capacity for the Venue is:

A.2.1.1. for seated dinners: 2,000 Guests

A.2.1.2. for standing parties: 4,000 Guests

#### A.3. Overrun Fee

A.3.1. Subject to clause 8.5 the Company may charge the Hirer an Overrun Fee of £1,000 for every hour (or part therefore) the Hirer is still in occupation of all or part of the Venue.

#### A.4. Additional Production/AV

A.4.1. Subject always to its compliance with clause 9 (and in particular clause 9.3 which states that only the Approved Production Company may undertake any rigging and/or trusswork) of the Hire Terms, the Hirer may use a Contractor other than the Approved Production Company to supplement the production package included in the Provided Package subject to:

A.4.1.1. written consent from the Company (such consent not to be unreasonably withheld);

A.4.1.2. a commission payment calculated as 10% of the total production and AV spend in relation to the Event (including equipment hire, power, labour, rigging and crew charges) to be made from the Hirer to the Company (unless otherwise agreed by the Company in writing that the Hirer’s nominated production and AV Contractor(s) should be responsible for paying such commission); and

A.4.1.3. a buy-out fee (as notified by the Company to the Hirer upon request).

A.4.2. The Hirer shall send to the Company copies of all relevant information pursuant to paragraph A.4.1.2 (including but not limited to quotes and invoices) 4 weeks prior to the Event in order for the Company to calculate the commission payment and invoice the Hirer (or, as the case may be, the Hirer’s Contractor(s) accordingly). All payments due to the Company from the Hirer pursuant to paragraph A.4.1 shall be payable within 30 days from the date of submission of the Company’s invoice.

A.4.3. The Hirer’s Contractor for production/AV must liaise with the Approved Production Company regarding guidelines for use of the included production package and must also submit all relevant health and safety documents and risk assessments as detailed in clause 12.

- A.4.4. Power is accessible by one 400amp power lock on the west wall of the Venue. No other power can be drawn from any other supply on the Premises without prior arrangement with the Approved Production Company.
- A.4.5. A completion certificate shall be provided by the Approved Production Company, the costs for which will be charged directly by the Approved Production Company to the Hirer.

#### **A.5. Event Notification**

- A.5.1. As a term of the Company's agreement with the Landlord, the Company must provide certain information to the Landlord in relation to each Event. The Hirer is therefore required to complete the Event Notification Form and submit this to the Company at least 6 weeks prior to the Licence Period.

#### **A.6. Parks Police**

- A.6.1. It is a requirement of the Landlord and the Premises Licence that Parks Police are in attendance for every Event taking place within the Park.
- A.6.2. Based on information supplied on the Notification of Event Form, the Chief Officer of the Parks Police shall determine the levels of Parks Police required for the Event. The level of policing required, and any resulting charge to the Hirer for additional Parks Police over and above that included in the Provided Package, shall be non-negotiable.
- A.6.3. Any additional charges incurred by the Company for Parks Police personnel due to an overrun of the Event Times may be charged on to the Hirer.

#### **A.7. Vehicles, Vehicle Movement and Parking**

- A.7.1. The Hirer shall use all reasonable endeavours to ensure that the Hirer, the Hirer's employees, its Contractors, agents and Guests, maintain a clear route of at least 5 metres wide around the Venue throughout the Licence Period to allow for access by emergency vehicles.
- A.7.2. Vehicle access to the Site shall only be via the Chelsea Gate entrance to the Park. Should the Hirer wish to use any other gate, the Company will request this from the Landlord prior to the Licence Period, but cannot make any guarantee that permission will be granted.
- A.7.3. Vehicles shall only use North Carriage Drive (as shown in green on the map of the Park included within the Venue Manual). Should the Hirer wish to use any other route or path within the Park, the Company will request this from the Landlord prior to the Licence Period, but cannot make any guarantee that permission will be granted.
- A.7.4. The Hirer shall ensure that all its employees, Contractors and agents are briefed on the conditions relating to vehicle access, and are given a copy of the Conduct of Drivers in Battersea Park and a map of the Park, which are included within the Venue Manual.
- A.7.5. The areas of the Site to the sides and rear of the Venue are reserved for crew and organiser parking only. No Guests may park in these areas unless otherwise agreed. Vehicles must be parked along the fences to the sides of the Site, but not blocking any gate. No vehicle may be parked directly next to the Venue at any time.
- A.7.6. The Hirer shall seek permission from the Company, who in turn will seek permission from the Landlord, before the following types of vehicles may enter the Park:
- A.7.6.1. Cranes
  - A.7.6.2. Plant vehicles
  - A.7.6.3. Aerial platforms
  - A.7.6.4. Tracked vehicles
  - A.7.6.5. Double decker vehicles

## **A.8. Fairground Rides**

- A.8.1. Fairground rides cannot be brought into the Park within prior agreement from the Company.
- A.8.2. The Hirer shall ensure that all funfair rides comply with the Fairgrounds and amusement parks: guidance on safe practice HSG175.
- A.8.3. The Hirer shall ensure that all funfair rides are certified by a competent inspection body and that a copy of the inspection certificate is given to the Venue Manager before the rides are allowed to open. The Hirer shall be responsible for the cost of the inspection.

## **A.9. Venue Specific Prohibited Activities**

- A.9.1. No bonfires shall be lit on the Site, or in the Park, under any circumstances.
- A.9.2. No helicopters shall land in the Park without the prior permission of the local authority, with the exception of the air ambulance.
- A.9.3. No person may stay overnight in caravans or tents on the Site or in the Park.
- A.9.4. Permission from the Company shall be sought with at least one month's notice for the mass release of balloons, or the release of air borne lanterns, so that the Company can seek permission from Landlord and the relevant local authority and, if granted, can seek subsequent permission from the Civil Aviation Authority.

## **A.10. Additional Structures**

- A.10.1. Certain temporary structures may require planning permission and/or formal consent and inspection by the local authority's Building Control Officer prior to the build of any such structure. A full list of the types of structures that shall require consent and inspection is included within the Venue Manual. It is the responsibility of the Hirer to notify the Company if the Hirer wishes to build any such structure and the Company will make any relevant application to the local authority on the Hirer's behalf. Any fees incurred by the Company for the application, and any fees incurred by the Company for any subsequent checks of the structure (if approved) by the local authority's Building Control Officer, will be charged on to the Hirer.

## **A.11. Telecommunications Services**

- A.11.1. It is the responsibility of the Hirer and the Hirer's Client to ensure that their employees, Contractors, Exhibitors, and/or Guests adhere to the terms of this Clause A.11. In the event that the Hirer, the Hirer's Clients, their employees, Contractors, Exhibitors, and/or Guests fail to meet any of the provisions in this Clause A.11, the Hirer will be held liable for any such failure.
- A.11.2. Use of the Telecommunications Network is intended for use by the Company, the Hirer, the Hirer's Client, their employees, Contractors and/or Guests within the Venue, and is not permitted for use by persons not associated with the Event. The Company accepts no responsibility for use of the Telecommunications Network by persons not associated with the Event.
- A.11.3. The Company includes a level of complimentary Wi-Fi access within the Provided Package. All additional Wi-Fi, internet and/or other telecommunications requirements must be ordered directly with the Company's nominated telecommunications supplier under their standard terms of service.
- A.11.4. Any additional telecommunications requirements ordered directly with the Company, rather than with the Company's nominated telecommunications supplier, will be treated as a Package Addition and charged to the Hirer on the balance invoice. The Company reserves the right to request full payment for the additional telecommunications requirements prior to the Event and, where the Company requires payment in advance, may refuse provision of the additional telecommunications requirements to the Hirer until payment in full has been received.
- A.11.5. The Hirer will not attempt to resell any Telecommunications Services provided by the Company or its telecommunications supplier, unless explicitly approved by the Company in writing prior to the License Period.
- A.11.6. The Company will use reasonable endeavours to ensure that the Hirer is able to use the Telecommunications Services, from the start of the License Period to the end of the License Period.



- A.11.7. The Company accepts no liability for connection issues relating to out of date software or hardware drivers as detailed in the Acceptable Use Policy outlined in the Services and Suppliers Manual.
- A.11.8. For security and network maintenance purposes, authorised individuals from the Company, or from its telecommunications supplier, may monitor equipment, systems and network traffic at any time. The Company reserves the right to audit networks and systems without notice in order to ensure compliance with this policy.
- A.11.9. Under no circumstances is the Hirer, the Hirer's Client or any of their employees, Guests and/or Contractors authorised to engage in any activity that is illegal under UK or international law while utilising the Telecommunications Network.
- A.11.10. The Hirer is responsible for all content browsed by the Hirer, Hirer's Client, their employees, Contractors, Exhibitors, and Guests.
- A.11.11. The Hirer, the Hirer's Client, their employees, Contractors, Exhibitors and/or Guests, shall not attempt to interfere with the Telecommunications Services provided by the Company or its telecommunications supplier. This includes without limitation, "flooding" of networks and systems, deliberate attempts to overload a service or "crash" a system and/or create wireless/radio interference with the Telecommunications Network.
- A.11.12. The Hirer, the Hirer's Client, their employees, Contractors, Exhibitors and/or Guests, shall not use any kind of program/script/command/automated tool, or send messages of any kind, designed to interfere with the use of the Telecommunications Network, via any means, locally or by any other service network such as the internet, public phone, data or other network or service.
- A.11.13. The Company and its telecommunications supplier, accept no liability for any service disruption or outage related to a failure by upstream providers, i.e. wide area (leased line) connection and end services (provided by fibre link to the local exchange) providers.
- A.11.14. All devices that are connected to the Telecommunications Network must have anti-virus software with a current virus database and/or firewall installed (as detailed in the Acceptable Use Policy outlined in the Services and Suppliers Manual).
- A.11.15. The Hirer is responsible for all electrical power and power distribution required for any hardware associated with the Telecommunications Network.
- A.11.16. While the Company aims to provide a reasonable level of privacy, the Hirer should be aware that the Telecommunications Network is essentially a public infrastructure and therefore should be considered ultimately un-trusted. The Company cannot guarantee the confidentiality of information transported across the Telecommunications Network or stored on any network device. The Company recommends that any information that the Hirer, the Hirer's Client, their employees, Contractors or Guests consider sensitive or vulnerable be encrypted within VPN software.
- A.11.17. All equipment supplied by the Company or its telecommunications supplier to the Hirer as a Package Addition is the responsibility of the Hirer whilst in their possession (such equipment shall remain the property of the Company or its telecommunications supplier and shall not be removed from the Venue). The Hirer shall ensure that the equipment remains secure at all times and the Hirer shall be responsible for any misuse or damage to the equipment whilst it is in under the control of the Hirer. If the equipment is lost or damaged after delivery to the Hirer it is the responsibility of the Hirer to pay the full charges for replacement or repair of such equipment.
- A.11.18. If the equipment is lost or damaged after delivery to the Hirer, it is the responsibility of the Hirer to pay the full charges for replacement or repair of such equipment, including handling and administration charges.

## **Venue Specific Terms for Events taking place in the Venue “Magazine London”**

### **A.12. Venue Capacity**

A.12.1. Subject to clause 5.1, the maximum capacity for the Venue is:

A.12.1.1. for seated dinners: 1,250 Guests

A.12.1.2. for standing parties: 2,500 Guests

### **A.13. Overrun Fee**

A.13.1. Subject to clause 8.5 the Company may charge the Hirer an Overrun Fee of £1,000 for every hour (or part therefore) the Hirer is still in occupation of all or part of the Venue.

## **B) Venue Specific Terms for Events taking place in the Venue “Freemasons Temple”**

### **B.1. Venue Capacity**

B.1.1. Subject to clause 5.1, the maximum capacity for the Venue is:

B.1.1.1. for seated dinners: 350 Guests

B.1.1.2. for standing parties: 1,450 Guests

### **B.2. Overrun Fee**

B.2.1. Subject to clause 8.5 the Company may charge the Hirer an Overrun Fee of £1,000 for every hour (or part therefore) the Hirer is still in occupation of all or part of the Venue.

### **B.3. Venue Protection**

B.3.1. The Company, acting reasonably, may require the Hirer's Contractors to use protective flooring, and to protect all doors within the building, for the movement of equipment and the execution of the work they are engaged in. Any such cost for the necessary protective materials sits with the Hirer and/or its Contractor.

B.3.2. The Hirer acknowledges that the Venue is Grade II Listed, and shall ensure that the Hirer, its employees, agents, officers, Contractors, and Guests shall make no alterations to the Venue or the Site, including the moving or removal of any fixtures, furniture or fittings whatsoever, without the prior written consent of the Company, and the Hirer shall be liable for any costs incurred by the Company to return the Venue and/or the Site back to its original state.

B.3.3. The Hirer will ensure that the Hirer, its employees, agents, officers, Contractors, and Guests do not use any bolts, nails, tacks, screws, bits, pins or other like objects, nor any adhesive substance, to be driven in/attached to any part of the Venue.

### **B.4. References to Freemasonry**

B.4.1. The Hirer represents, warrants and undertakes that neither the Hirer nor any of its employees, agents, personnel, Contractors or Guests shall through its use of Venue make or cause or permit any third party to knowingly make, any statement or engage in any activity, in any media, which is, or is intended to be, derogatory of or damaging or otherwise prejudicial to the reputation of Freemasonry. The Hirer further agrees to obtain the express prior written permission of the Company (who in turn shall seek such permission from its Landlord) to the inclusion in any recording, film or programme of any reference to Freemasonry.

## **C) Venue Specific Terms for Events taking place in the Venue “Freemasons Gallery”**

### **C.1. Venue Capacity**

C.1.1. Subject to clause 5.1, the maximum capacity for the Venue is:

- C.1.1.1. for seated dinners: 250 Guests
- C.1.1.2. for standing parties: 400 Guests

### **C.2. Overrun Fee**

C.2.1. Subject to clause 8.5 the Company may charge the Hirer an Overrun Fee of £250 for every hour (or part therefore) the Hirer is still in occupation of all or part of the Venue.

### **C.3. Venue Protection**

C.3.1. The Company, acting reasonably, may require the Hirer's Contractors to use protective flooring, and to protect all doors within the building, for the movement of equipment and the execution of the work they are engaged in. Any such cost for the necessary protective materials sits with the Hirer and/or its Contractor.

C.3.2. The Hirer acknowledges that the Venue is Grade II Listed, and shall ensure that the Hirer, its employees, agents, officers, Contractors, and Guests shall make no alterations to the Venue or the Site, including the moving or removal of any fixtures, furniture or fittings whatsoever, without the prior written consent of the Company, and the Hirer shall be liable for any costs incurred by the Company to return the Venue and/or the Site back to its original state.

C.3.3. The Hirer will ensure that the Hirer, its employees, agents, officers, Contractors, and Guests do not use any bolts, nails, tacks, screws, bits, pins or other like objects, nor any adhesive substance, to be driven in/attached to any part of the Venue.

### **C.4. References to Freemasonry**

C.4.1. The Hirer represents, warrants and undertakes that neither the Hirer nor any of its employees, agents, personnel, Contractors or Guests shall through its use of Venue make or cause or permit any third party to knowingly make, any statement or engage in any activity, in any media, which is, or is intended to be, derogatory of or damaging or otherwise prejudicial to the reputation of Freemasonry. The Hirer further agrees to obtain the express prior written permission of the Company (who in turn shall seek such permission from its Landlord) to the inclusion in any recording, film or programme of any reference to Freemasonry.