

General Conditions of venue hire

1. Definitions and interpretations

1.1 In the Agreement, unless the context otherwise requires, the following definitions shall apply:

"**Agreement**" means these General Conditions of venue hire (including any schedule or annexure to it) and the Contract Particulars.

"**Client**" means the person named as such in the Contract Particulars.

"**Club**" means as detailed in the Contract Particulars.

"**Contract Particulars**" means the particulars at page 1 of the Agreement.

"**Default**" means any act, statement, omission, breach of obligation (whether express or implied, condition or warranty) contained in, precedent or collateral to this Agreement, breach of duty under statute or at common law or negligence by or on behalf of the Club in connection with or arising out of the subject matter of this Agreement in respect of which the Club is legally liable to the Client. A number of defaults which together result in or contribute to substantially the same loss or damage shall be treated as one Default occurring on the date of the occurrence of the last such default.

"**Deposit**" means the deposit, the amount of which is specified in the Contract Particulars.

"**Event**" means the event to take place in the Room, as detailed in the Contract Particulars.

"**Event Period**" means the duration of the Event, as detailed in the Contract Particulars.

"**Guests**" means those persons invited to the Event by the Client.

"**Fee**" means the total fee payable to the Club by the Client in relation to the Event less the Deposit, as detailed in the Contract Particulars.

"**Room**" means the room at the premises of the Club in which the Event shall take place, as detailed in the Contract Particulars.

1.2 In the Agreement, unless the context otherwise requires:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender;

(b) a reference to:

(i) any party includes its successors in title and permitted assigns; and

(ii) a "**person**" includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality).

(c) the headings are inserted for convenience only and shall not affect the interpretation of the Agreement.

2. The Agreement

2.1 The Client wishes to hire and the Club has agreed to hire the Room to the Client for Event Period on the terms of this Agreement.

2.2 The Agreement shall commence on the date at the head of the Contract Particulars and shall terminate at the end of the Event Period.

3. Payment

3.1 On signature of the Agreement, the Client must pay the Deposit to the Club.

3.2 In consideration of the provision of the Room and any other services set out in the Contract Particulars, the Client shall pay the Club the Fee, as adjusted in accordance with clause 3.3, by BACS or cheque within 14 days of the date of the invoice. The invoice shall be issued after the Event, subject to clause 6.1.

3.3 The Fee is based on the number of Guests listed in the Contract Particulars and for the purpose of the invoice shall be adjusted pro rata by the Club to reflect the number of Guests attending the Event, such number having been provided by the Client in accordance with clause 4.2(a).

3.4 Failure to pay the Fee in accordance with clause 3.2 shall render the Client liable to pay interest on the outstanding sum at the rate of 4% per annum above the Bank of England base rate from the due date until the date of actual payment.

4. Rights and Obligations of the Client

4.1 The Client has the right to:

(a) use the Room for the Event Period for the staging of the Event, in accordance with the Agreement. The Client must satisfy itself that the Room is a suitable venue at which to host the Event;

(b) access the Room, along with the Client's employees, agents and sub-contractors for the purpose of preparing for and organising the Event, subject to such access being agreed with the Club prior to the date of the Event;

(c) use the toilets on the Club's premises, along with the Guests, for the Event Period.

4.2 The Client shall:

(a) provide the Club with details of the number and names of the Guests attending the Event at least 3 working days prior to the Event. The Client shall ensure that the number of Guests at the Event does not exceed this number;

(b) provide the Club with details of any medical conditions, dietary needs or special requirements of its Guests at least 3 working days prior to the Event;

(c) not use the Room for any purpose other than to stage the Event;

(d) ensure that the Room and the Club premises are cleared of Guests half an hour after the end of the Event Period;

(e) arrange and pay for their own DJ, unless otherwise specified in the Contract Particulars;

(f) inform the Club prior to the commencement of the Event of the number of taxis required at the end of the Event. The Club shall not be liable to the Client for the non-appearance of any taxis;

(g) pay the Club for any breakages, damage or loss incurred by the Club as a result of the actions of the Client, the Guests or the Client's agents, employees or contractors;

(h) not do anything which would invalidate the insurance maintained by the Club in relation to the Room;

- (i) observe all applicable statutes, licences, by-laws and regulations relating to the use of the Room for the Event, in particular the prohibition on smoking in the premises of the Club;
- (j) not make any alterations or additions to the Room other than as agreed by the Club in writing and shall make good any alterations at the end of the Event Period.

5. Rights and Obligations of the Club

5.1 The Club has the right to:

- (a) refuse to serve alcohol to Guests who in the reasonable opinion of the Club are inebriated; or
- (b) refuse admission to or remove any Guests from Club premises or terminate the Event if, in the reasonable opinion of the Club, the behaviour of the Guests is offensive, undesirable or a security risk.

5.2 The Club shall:

- (a) provide the Client with the use of the Room during the Event Period in accordance with the terms of this Agreement;
- (b) provide the Client with food and beverages in accordance with the Contract Particulars;
- (c) clean the Room and dispose of waste and litter following the Event.

6. Cancellation of the Event

6.1 If the Event is cancelled by the Client, the Club will retain the Deposit paid by the Client and in addition the following cancellation charges apply. The retained Deposit and such cancellation charges representing a genuine pre-estimate of the loss that are likely to be suffered by the Club due to the cancellation:

6.2 The

<i>Date of cancellation</i>	<i>Charges payable to the Club</i>
12 - 4 weeks prior to the Event	25% of the Fee
4 - 2 weeks prior to the Event	50% of the Fee
Less than 2 weeks prior to the Event	75% of the Fee
Less than 1 week prior to the Event	100% of the Fee

cancellation charges are payable by the Client by BACS or cheque within 7 days of the date of the invoice.

6.3 The Club shall make reasonable efforts to minimise and mitigate its losses in the event of a cancellation by the client.

6.4 The cancellation charge may be waived or reduced and the Deposit refunded to the Client if the Club is able to rebook the Room for the Event Period following cancellation by the Client. Any refund, waiver or reduction will be subject to the Club deducting the reasonable costs and expenses incurred by the Club in rebooking the Room, including but not limited to administrative costs and wasted management time.

6.5 The Club reserves the right to cancel the Event at any time, in which case it shall refund the Deposit to the Client in full. In addition the Club shall pay to the Client:

- (a) the following compensation; or

<i>Date of cancellation</i>	<i>Compensation payable to the Client</i>
12 - 4 weeks prior to the Event	25% of the Fee
4 - 2 weeks prior to the Event	50% of the Fee
Less than 2 weeks prior to the Event	75% of the Fee
Less than 1 week prior to the Event	100% of the Fee

- (b) if the Client hires an alternative venue of equivalent standard for the Event Period to host the Event, the reasonable difference in price between the total sum paid by the Client to the Club (being the aggregate of the Fee and the Deposit), and the cost incurred by the Client in hiring the alternative venue.

7. Termination

7.1 Without prejudice to any right or remedy which either party may have against the other for breach or non-performance of the Agreement, both parties shall have the right to terminate the Agreement immediately by way of written notice if the other party commits a material breach of its obligations under the Agreement which is incapable of remedy or cannot be remedied in time for the Event. If the Client commits a material breach of its obligations, clause 6.4 will not apply. If the Club commits a material breach of its obligations, clauses 6.1 and 6.4 will not apply and the Deposit will be refunded to the Client.

7.2 All rights and obligations of the parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect the accrued rights and obligations of the parties at the date of termination.

8. Liability and remedies

8.1 The Client acknowledges that it has entered into this Agreement in reliance only on the representations, warranties, promises and terms contained in this Agreement and, save as expressly set out in this Agreement, the Club shall have no liability in respect of any other representation, warranty or promise made

prior to the date of this Agreement unless it was made fraudulently. The Club gives no warranty as to the suitability of the Room for the Event.

- 8.2 The Client shall inform the Club of any Default and afford it reasonable opportunity to correct the Default.
- 8.3 In relation to any Default the Club will accept unlimited liability for death or personal injury caused by the negligence of the Club and anything else for which the Club cannot at law limit or exclude its liability.
- 8.4 The Club will accept liability for physical damage to the Client's tangible property directly resulting from the negligence of the Club. The Club's liability under this sub-clause shall be limited to an amount equal to £2,000,000.
- 8.5 Except as provided in sub-clause 8.3, and 8.4, the Club will not be liable for the following loss or damage howsoever arising and even if reasonably foreseeable by the Club:
- (a) any economic loss including administrative and overhead costs, wasted management time, loss of profits, business, contracts, revenues, goodwill, production and anticipated savings;
 - (b) loss arising from any claim made against the Client by any other person;
 - (c) loss or damage arising from the Club's failure to fulfil its responsibilities or any matter under the control of the Club; or
 - (d) any indirect or consequential loss.
- 8.6 Except for the liabilities accepted by the Club under sub-clause 8.3, and 8.4 the Club's liability for any one Default shall be limited to an amount equal to the aggregate sum of the Fee and the Deposit.

9. **Force majeure**

- 9.1 The Club shall not be liable under this Agreement in any way for loss, damage or delay consequent upon any circumstances beyond its reasonable control.

10. **General**

- 10.1 The Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of this Agreement.
- 10.2 This Agreement shall not be assigned or sub-contracted by either party without the prior written consent of the other.
- 10.3 Unless expressly provided in this Agreement, no express term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it.
- 10.4 To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 10.5 Where under this Agreement any party agrees to pay to any other party any sum or to furnish to any other party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay and amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant party.
- 10.6 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

11. **Governing Law and Jurisdiction**

- 11.1 This Agreement shall be governed by and construed in accordance with English law. Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

This Agreement has been signed on the date appearing at the head of the Contract Particulars.