

**VENUE HIRE TERMS AND**

**BUSINESS FUNCTIONS)**

**BACKGROUND:**

These Terms and Conditions shall apply to the hire of the venue>> (“the Venue”) from <<insert description of the Venue, if different from company name>>], whether the Customer is an individual, Sole Trader, LLP, Private Limited Company etc. <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert registered address>>] (“the Company”) by customers who are hiring the Venue in the course of and for the purposes of any Business.

insert description and address of the Venue, if different from company name if the Customer is an individual, Sole Trader, Partnership, LLP, Private Limited Company etc. and under number <<insert registration number>> and] <<insert registered address>> and] (“the Company”) by customers who are hiring the Venue in the course of and for the purposes of any Business.

**1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires,

the following terms shall have the following meanings:

**“Booking”**

means the agreement for the hire of the Venue for the purposes of the Hire Agreement, limited to, the dates for the Hire of the Venue, the Hire Fees and the date(s) when the Hire of the Venue is required. The specification of the nature of the Hire of the Venue and the personal requirements the Customer has for the Hire of the Venue. The details of those arrangements will be set out in the Hire Agreement under the heading “Hire of the Venue” and any reference to the date when the Hire of the Venue is required means the date when the Parties enter into the Hire Agreement;

**“Business”**

means any trade, craft, or profession carried on by the Customer or any other person/organisation;

**“Business Day”**

means any day (other than Saturday or Sunday) on which the Venue is open for their full range of services at <<insert location>>;

**“Catering Service”**

means any catering service operated by or nominated by the Customer which shall be available to provide refreshments at the Venue and the Event;

**“Confidential Information”**

means information which is confidential to either Party, information which is provided to the other Party pursuant to the Hire Agreement (whether in writing or by any other medium, and whether the confidentiality is expressly stated to be required or not as such);

**“Consumer”**

means an individual as defined by the Consumer Protection Act 2008, that is to say an individual hiring the Venue for his or her personal use and for purposes wholly unrelated to the purposes of any Business;

**“Customer”**

means an individual or a company, partnership, LLP, being an individual or a company, hiring the Venue subject to these Terms and Conditions, as being a customer who acts in the course of and for the purposes of any Business and not as a

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# S A M P P L E

<b>“Data Protection Legislation”</b>	means the law in force from time to time applicable to data protection, but not limited to, the UK Data Protection Act 1998, the law version of the General Data Protection Regulation (EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland (as amended from time to time); the Data Protection Act 2018; the Data Protection Regulations made under the Data Protection Act 2018 and Electronic Communications Act 2003 as amended;
<b>“Deposit”</b>	means the amount paid by the Customer under Clause 4 of these Terms and as set out in the Hire Agreement;
<b>“Event”</b>	means the event for which the Customer is hiring the Venue, subject to these Terms and Conditions;
<b>“Hire Agreement”</b>	means the Hire Agreement [(the form of which is set out in Schedule 1) and these Terms and Conditions] which the Company gives to the Customer and the Customer agrees to these Terms and Conditions upon the Booking (under the Booking Confirmation) and all of which shall be deemed to be part of the Hire Agreement;
<b>“Hire Fees”</b>	means the fees payable by the Customer for the hire of the Venue under Clause 5 of these Terms and Conditions;
<b>“Hired Personnel”</b>	means the employees that are hired by the Customer for the purposes of setting up, running and assisting with the Event in accordance with these Terms and Conditions;
<b>“Hire Term”</b>	means the period of the Venue hire as defined in Clause 5 of these Terms and Conditions and detailed in the Hire Agreement; and
<b>“Personnel Fees”</b>	means the fees payable by the Customer for any Hired Personnel under Clause 6 of these Terms and Conditions;
1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to “writing” shall include any communication effected by any means, whether or not in writing, provided that such communication is in a form which is accessible to the recipient in a permanent, durable and legible form;	
1.2.1 “writing”, and any communication effected by any means, whether or not in writing, provided that such communication is in a form which is accessible to the recipient in a permanent, durable and legible form;	includes a reference to any electronic communication by any means, whether or not in writing, provided that such communication is in a form which is accessible to the recipient in a permanent, durable and legible form;
1.2.2 a statute or a provision as amended from time to time;	includes a reference to that statute or provision as amended from time to time;
1.2.3 “these Terms and Conditions and each of them” shall mean these Terms and Conditions and each of them as amended or supplemented from time to time;	includes a reference to these Terms and Conditions and each of them as amended or supplemented from time to time;
1.2.4 a Schedule is a schedule of the Hire Agreement;	includes a reference to the Schedule of the Hire Agreement;

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1.2.5 a Clause or Condition (including any Schedule; and

1.2.6 a "Party" of these Terms and Conditions.

1.3 The heading of these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words referring to gender shall include the plural and vice versa.

1.5 References to "he" shall include any other gender.

1.6 References to "company" shall include corporations.

2. **Booking**

2.1 A legally binding Booking shall come into existence (and only if and when both Parties or their authorised representatives have signed a Hire Agreement containing the Booking Details or other document given by the Company or other communication from the Company to the Customer which is unsigned by or on behalf of the Customer) and shall be an offer or acceptance of the Hire Agreement in relation to hire of the Venue or

2.2 The Customer shall provide the Hire Agreement set out under "Booking Details" (including the details of the proposed Booking. Details of the proposed Booking shall include the purpose, the number of guests to be invited, catering requirements and other details. The Company shall provide prompts for all Booking Details section of the Hire Agreement

2.3 At the time of the Booking or as soon as possible after the start of the Booking, the Customer shall supply to the Company a copy of the Hire Agreement

2.4 When providing the Booking Details, the Customer shall provide the date and time of the Booking. The Company shall use all reasonable endeavours to meet the requirements of the Customer. If the requirements are not feasible, the Company shall offer the nearest available date and time.

2.5 Once the Booking Details have been accepted by both Parties and the Deposit has been paid in accordance with the Booking Details, the Venue shall be reserved for the Booking for the Booking Term subject to these Terms and Conditions.

3. **Hire Term**

3.1 The Venue shall be available for hire for a minimum of <<insert period>> and a maximum of <<insert period>>. The Company shall endeavour to accommodate longer periods however such as to be at the exclusive discretion of the Company and subject to availability.

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3.1. The Hire Term shall commence on a date which is at least <<insert period>> prior to the date of the Hire Agreement being entered into by the Customer. The Hire Term may only be subsequently varied by the Customer and any variation shall be to the Company not less than <<insert period>> prior to the end of the Hire Term.

3.2. The exact Hire Term will be set out in the [Booking Details in the]

4. **Deposit**

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4.1. On booking the Customer shall be required to pay a Deposit to the Company. The Deposit shall be <<insert amount>> of the total Hire Fees. Bookings shall not be made until the Deposit is paid in full.

4.2. The Deposit shall be subject to the cancellation provisions set out in Clause 6, and sub-clause 6.0.5, the Deposit shall be non-refundable.

5. **Fees and Payment**

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5.1. The Hire Fees shall be determined by reference to the length of the Hire Term and shall be calculated based on a daily rate, and any additional charges shall be included in the Venue hire, as set out in the Hire Agreement.

5.2. Concessional concessionary rates may be available. Concessional concessionary rates apply to the hire of the Venue by charity and other charitable organisations, educational establishments, and similar organisations. The Customer may consult with the Company at the time of booking in this regard. Concessionary rates are available at the discretion of the Company and by written agreement.

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5.3. Late payment charges provided in accordance with Clause 22 shall attract interest which shall be calculated on an hourly basis at the rate set out in the Hire Agreement.

5.4. Payments shall be made pursuant to the Hire Agreement and shall be made, by credit card, debit card or BACS, within <<insert period>> of the date of the relevant invoice in order to be cleared in cleared funds to such bank in <<insert bank name>>. Another Party may from time to time nominate, in writing, a bank for payment, withholding or deduction except such amount (if any) as the Party is required to deduct or withhold by law.

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5.5. Payments made pursuant to the Hire Agreement is required to be made on a Business Day which is not a Business Day, it may be made on the next Business Day.

5.6. The Customer shall be required to pay on the due date any amount which is due to the Company pursuant to the Hire Agreement then, without prejudice to the right of the Company notwithstanding sub-Clause 30.3.1, that amount shall accrue from the due date until payment is made in full, at the rate of <<insert rate>> per annum over the <<insert bank name>> base rate in force.

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5.7. Additional charges made by the Customer in addition to the Deposit shall be set out in the Booking Details and payable on the date(s) specified in the Booking Details however the date(s) for payment of any those

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is not specified in the Booking Details, that/those shall be payable no later than [5] business days

6. Cancellation

6.1. In the event of cancellations of Clause 30 the following shall apply to bookings by the Customer:

6.1.1. If the Customer cancels the Booking more than <<insert period>> before the start of the Hire Term the Company shall refund all sums paid less the Deposit.

6.1.2. If the Customer cancels the Booking less than <<insert period>> but >> <<insert period>> ahead of the start of the Hire Term the Company shall refund all sums paid less the Deposit.

6.1.3. If the Customer cancels the Booking less than <<insert period>> ahead of the start of the Hire Term the Company shall retain all sums paid and any outstanding Hire Fees shall become the property of the Company. No refund shall be issued.

6.1.4. If the Customer does not cancel the Booking but fails to attend the event on the date of the commencement of the Hire Term the Company shall retain all sums paid including the Deposit and shall charge an additional non-attendance penalty the amount of which shall be set out in the Booking Details in the Hire Agreement.

6.2. In the event of cancellations of Clause 30 the Company may cancel the Booking prior to the start of the Hire Term and shall retain all sums paid, including the Deposit.

6.3. Any Hire Fees due it shall be paid by <<insert payment period>> <<insert period>> Business Days of the event and.

7. Technical Facilities

7.1. The Company shall provide the following facilities as standard at no extra cost:

7.1.1. <<insert facility>> (e.g. wireless internet access>>

7.1.2. <<insert facility>> (e.g. sound system>>

7.1.3. <<insert facility>> (e.g. lighting system>>

7.1.4.

7.1.5.

7.2. Other facilities are also available at additional cost, such cost shall be included in the Hire Fees:

7.2.1. <<insert facility>> (e.g. additional lighting>>

7.2.2. <<insert facility>> (e.g. smoke machine or other stage effects>>

7.2.3.

7.2.4.

7.3. The use of any additional items detailed in the Booking Details shall be specified in the Booking Details at the time of booking as soon as possible thereafter. The Company shall not be liable for the availability of such facilities if booked less than <<insert period>> before the start of the Hire Term.

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> prior to the start of the Hire Term.

8. Utilities

8. stated in the Booking Details in the Hire of all utilities including gas, electricity and water in the Hire Fees. No additional charges shall be

8. In the Customer's judgement, the Customer is likely to use an amount of gas, electricity or water during the Hire. The Customer has the option of metering the Customer's use of the utilities and charging a separate fee therefor. The Customer agrees to accept the consequences of any such decision by including details of the decision in the Booking Details or not more than <<insert period>>

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9. Use of the Venue

9. The Customer shall not use any equipment such as staging, stands, lighting, etc. which is supplied and used by the Customer for the Event. The equipment may only be used in such a way which does not cause any damage or destructive fixing to the structure of the Venue. No equipment, tools, nails, tacks, screws or similar are permitted.

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9.1. The Customer shall bear the costs of making good any damage to the Venue as a result of the Event including, but not limited to, the costs of repair as a result of a breach of sub-Clause 9.1.

9.2. The Customer shall not, at any time, have gas cylinders in the Venue or containers of substances which are noxious, flammable, explosive or hazardous without the prior written permission of the Company, such permission to be sought at least <<insert period>> prior to the start of the Hire Term.

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9.3. The Customer shall not, at any time, allow live animals into the Venue without the prior written permission of the Company, such permission to be sought at least <<insert period>> prior to the start of the Hire Term. However, guide dogs for the blind or hearing dogs shall be permitted at all times and no such prior written permission shall be required for them.

9.4. The Customer shall not be permitted under the provisions of the Hypnotism Act 1952. The Customer shall not permit any hypnosis to take place in the Venue.

9.5. The Customer shall not at any time use candles or other lighted objects in the Venue without the prior written permission of the Company.

9.6. The Customer shall not affect or allow any sale of goods to take place in the Venue without the prior written permission of the Company.

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10. Advertising

10.1. The Customer shall be responsible for advertising and promoting the Event. All advertising materials for the Event must be approved by the Company prior to their release to the public. The Company's approval not to be unreasonably withheld.

10.2. All advertising materials must be submitted to the Company for approval <<insert period>> prior to the start of the Hire Term.

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<<insert period>> prior to the start of the Hire

11. Health and

11.1 All electrical equipment to be used by the Customer during the Hire Term must have been fully PAT Tested no longer than <<insert number>> days prior to the commencement of the Event. All such equipment must carry the appropriate labels and be accompanied by valid certificates as proof of such testing and compliance.

11.2 The Customer shall have the right to inspect electrical equipment at the Venue during the Hire Term for compliance with sub-Clause 11.1. The Customer shall have the right to remove, or request the removal of, any equipment that does not comply with that provision from the Venue.

11.3 The Venue shall provide a total of <<insert number>> electrical sockets. A maximum of <<insert number>> of those sockets may be used at any given time. The use of multi-socket adapter blocks [(of up to <<insert number>> sockets)] is permitted.

11.4 The Customer shall make the Customer aware, and the Customer shall ensure that the Customer is aware of all fire exits and fire equipment prior to the commencement of the Hire Term. The Customer shall ensure that all fire exits and fire equipment hereto remain completely unobstructed during the Hire Term. All fire exit signs for fire exits and equipment remain as they are when the Venue is unoccupied, and the equipment is not moved from its present location unless for an operational or intended purpose.

11.5 The Venue shall permit <<insert number>> guests and <<insert number>> staff to be admitted in the Venue at any given time. The Customer shall have the right to inspect the Venue at any time during the Hire Term and shall request the removal of any number of guests in excess of the numbers stated above.

12. Access to t

12.1 The Venue shall provide the Customer with a plan of the Venue showing the loading and unloading points. The loading and unloading point is located at <<insert location of location>>.

12.2 Loading and unloading is permitted between <<insert time>> and <<insert time>> on <<insert days>>. Access outside of the Venue shall be by prior arrangement only and at the discretion of the Venue.

12.3 The Venue shall be [not] available for guests. [<<insert description of available>>].

13. Stewarding

13.1 The Customer shall provide an adequate number of stewards for the Event and ensure that the stewards are made responsible for the general hiring arrangements.

13.2 The Customer shall ensure that the stewards are made responsible for the implementation of emergency procedures including, but not limited to, fire, and that all stewards are aware of their duties at all times.

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13 ensure that every steward is suitably qualified, on duty at any time that there are members of the Company in the Venue during the Term of Hire and easily accessible to the Steward.

14. **Disability Provisions**

14 The Venue is [not] provided as standard at the Venue. The Company shall make such arrangements of access arrangements that can be made if no such arrangements are provided>>]

14 For persons wheelchair users may only account for a maximum of <<insert percentage>>% of the Venue's guest list. The number of wheelchair users will be attending the Event. The Customer must submit a written request for increased wheelchair access to the Company. The Company shall use all reasonable endeavours to satisfy such a request.

14 The Venue shall be fitted with an induction loop for hearing aid users. The Company shall ensure the loop works with the following equipment at the Venue (insert list of equipment e.g. microphone, PA system etc>>.)

15. **Good Order**

15 The Company shall be required to keep all guests under a reasonable level of control. This obligation shall extend to noise levels, behaviour and sobriety. This obligation shall also extend to the Company's staff, performers, exhibitors, Hired equipment and other individuals that are in attendance for the Event and not under the control of the Company.

15 The noise level shall be maintained to a reasonable level at all times. The Customer shall ensure that no noise escapes the Venue.

15 The maximum sound level for the Event must not exceed <<insert sound level>>.

15.1 Notwithstanding however no fireworks may be set off after the Event except in the following exceptions:

15.4.1 On a public festival / holiday>>, fireworks may be set off until <<insert time>>.

15.4.2 On a public festival / holiday>>, fireworks may be set off until <<insert time>>.

15.4.3 On a public festival / holiday>>, fireworks may be set off until <<insert time>>.

15.4.4 On a public festival / holiday>>, fireworks may be set off until <<insert time>>.

15.4.5 Any other exceptions as required>>].

16. **Recording and Photography**

16 The taking of sound or video shall be permitted for commercial purposes for the Event (including the Customer's own purposes) without the prior written consent of the Company. The Company's consent not to be unreasonably withheld.

16 The taking of photographs of any kind may take place during the Event without the prior written consent of the Company, such consent not to be unreasonably withheld.

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y withheld. This includes, but is not limited to, television broadcasting by any means and Textual updates including blogging are not

17. **Press**

17 The Company intends to invite members of the press or media for reporting on the Event or otherwise covering it in the course of their duties, the Customer shall submit a written request to the Company at least <<insert period>> prior to the start of the Hire Term for approval, such approval not to be unreasonably withheld.

17 If any members of the press or media gain unauthorised access to the Event, the Customer shall not be held responsible for any damage or loss. The Company may require the Customer to prove that such access was unauthorised and unknown.

18. **Films**

18 The Customer may show films during the Event provided any such showing is in accordance with the provisions of the Cinemas Act 1909. If the Customer is required by that Act, the Customer must provide at least 7 days written notice to the Company of its intention to show a film.

18 The Customer must ensure that there is a clear area of at least 1.5m x 1.5m must be left around the projector. Only authorised personnel shall be permitted within that perimeter during the Event.

19. **Music**

19 The Customer must ensure compliance with the conditions of the PRS licence you have for the Venue, if any, and the requirements which the Customer must meet in order to comply with their Event>>

19 The Customer must ensure compliance with the conditions of the PPL licence you have for the Venue, if any, and the requirements which the Customer must meet in order to comply with their Event>>

20. **Catering**

20 The Customer shall have the option of using a catering service of its own choice or using the Catering Service. If the Customer chooses to use a catering service of their own choice, they must provide details of that service to the Company at least <<insert period>> prior to the start of the Hire Term for approval, such approval not to be unreasonably withheld.

20 If the Customer chooses to use the Catering Service it shall be the responsibility of the Customer for all catering services rendered. The cost of the Catering Service is part of the Hire Fees as set out in Clause 5.

20 If the Customer chooses to use a third-party catering service the Customer shall have the right to inspect any food brought to the Event. In exercising this right the Company may audit the caterer for compliance with food hygiene. Any such inspections and audits shall be at the exclusive discretion of the Company.

21. **Licensing a**

21 The Customer shall [does not provide] OR [provides] a licensed bar and

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the Venue. [If the Customer requires use of the at least <<insert period>> written notice before Term of its intention to use it.]

21 All have the option of operating their own bar may use an external licensee.

22. **Hired Personnel**

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22 employs staff at the Venue which can be made e of the Customer. The skills and training of such ed to the Customer in the Booking Details.

22 wishes to use the services of the Hired Personnel e individuals they require no later than <<insert he start of the Hire Term. The Hired Personnel ailable at the start of the Hire Term and shall the duration of the Hire Term unless otherwise

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22 shall be charged in accordance with sub-Clause 5.3 onnel. The Company shall ensure that each of the Hired Personnel shall submit a time sheet n a <<insert interval>> basis] OR [at the end of tailing the total number of hours worked. The n the time sheet as verification of those hours. hours worked shall be referred to the Company.

22 term all Hired Personnel shall, for all intents and ants of the Customer. The Customer shall be Hired Personnel during the Hire Term or the of if the Hired Personnel are not required for the Nothing in the Hire Agreement, however, shall ship of employer and employee between the Hired Personnel. The Company's responsibilities the Hired Personnel shall be unaffected by the

23. **Removal from Venue**

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Unless other the final day is a Saturday day of the H <<insert tim holidays is n

er shall vacate the Venue by <<insert time>> on t to the following. If the final day of the Hire Term pleted by <<insert time>> on Monday. If the final e a bank holiday, vacation must be completed by al week day. Removal on Sundays and bank t arrangement.

24. **Insurance**

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24 in place insurance cover for the Venue and all the Company which is in the Venue either y for the duration of the Hire Term.

24 be responsible for securing adequate insurance tional items that they bring to the Venue. The ce shall not cover the Customer's property nor ties.

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24 take out a public liability insurance policy with a of £<<insert sum>> which covers the Customer, any contractors used by the Customer with

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proceedings, costs, charges and expenses  
damage to or loss of property or injury to any  
y occur while the Customer, its employees,  
sts are present at the Venue during the Hire

24. All produce evidence to the Company of any and  
ed under this Clause 24 on demand.

25. **Liability, Indemnification and Obligations**

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25.1. The Company shall not be liable to the Customer for any damage to  
y of the Customer or any of the Customer's  
s or contractors which occurs at the Venue during  
her or not due to any negligent or accidental act  
Company or any Hired Personnel [save and  
pany will be liable to the Customer for damage  
property caused by any defect in or lack of  
y equipment or structure which either forms part  
provided by the Company to the Customer for the

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25.2. The Company shall be fully responsible for the negligent or other  
of the Hired Personnel at the Venue during the  
relevant part thereof) and shall fully indemnify the  
t of all claims howsoever arising for any damage  
ty or personal injury sustained by the Customer  
es at the Venue attributable to any such acts or

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25.3. The Company shall not be liable in contract or tort (including  
son of either any breach by the Company of any  
e Hire Agreement, or the Company's breach of  
ty, condition or other term, or any negligent or  
sentation, or any negligence or other duty at  
y:

- 25.3.1. ...s;
- 25.3.2. ...e, business;
- 25.3.3. ...tunity;
- 25.3.4. ...cts;
- 25.3.5. ...ngs;
- 25.3.6. ...t
- 25.3.7. ... consequential loss, damage, costs, expenses or

arising from  
any other pe  
under the H  
Service or th  
the Company or any of its agents or employees or  
on with the performance of its obligations arising  
ire or use of the Venue or use of the Catering  
e Customer under the Hire Agreement.

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25.4. In the event of any of the above provisions of this Clause 25,  
al liability under the Hire Agreement shall be  
>> times] the value of the Hire Agreement, that

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the Hire Fees, Personnel Fees and payments for  
e payable by the Customer.]

25 of the foregoing provisions of this Clause 25 or  
ns of these Terms and Conditions or the Hire  
g in these Terms and Conditions or the Hire  
any liability which cannot legally be limited,  
:

- a) y caused by negligence; and
- b) representation.

25 preparatory step(s) reasonably necessary for the  
after the Hire Agreement is entered into by the  
the commencement of the Hire Term in order for  
provide the hire of the Venue, the Catering Service  
personnel fully and correctly on a timely basis for the  
e as and when scheduled, it shall be deemed to  
the Company under the Hire Agreement to take  
or the avoidance of doubt, that obligation shall  
n of the Company for the purpose of Clause 29.

26. **[Data Protection]**

For complete y's collection, processing, storage, and retention  
of personal d ited to, the purpose(s) for which personal data is  
used, the leg ing it, details of the Customer's rights and how to  
exercise the sharing (where applicable), please refer to the  
Company's from <<insert location>>].]

27. **[Data Processing]**

27 and in the Hire Agreement, "personal data", "data  
controller", "data processor", and "personal data  
e the meaning defined in the Data Protection

27 o be processed by the Company on behalf of the  
to the Hire Agreement, shall be processed in  
e terms of a Data Processing Agreement into  
s shall enter before any personal data is

**OR**

[Both h all applicable data protection requirements set  
out i legislation. Neither this Clause 27 nor the Hire  
Agre er Party of any obligations set out in the Data  
Prote shall not remove or replace any of those  
oblig

27 of the Data Protection Legislation and for this  
e Hire Agreement, the Company is the "Data  
Customer is the "Data Controller".

27 onal data, the scope, nature and purpose of the  
e duration of the processing shall be set out in a  
e Agreement.



the termination of the Hire Agreement unless it is required by law; and

27.6. The Data Processor shall maintain accurate records of all processing activities and technical and organizational measures implemented necessary to comply with this Clause 27 and the Hire Agreement and shall be available for audit by the Data Controller and/or any party acting on behalf of the Data Controller.

27.7. The Data Processor shall not sub-contract any of its obligations under this Clause 27 or the processing of personal data under this Clause 27 to a sub-contractor without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor does sub-contract, the Data Processor shall:

OR

[The Data Processor shall not sub-contract any of its obligations to a sub-contractor for the processing of personal data under this Clause 27 and the Hire Agreement without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor does sub-contract, the Data Processor shall:

27.7.1. The Data Processor shall enter into an agreement with the sub-contractor, which shall require the sub-contractor to comply with the same obligations as are imposed on the Data Processor by this Clause 27 and the Hire Agreement and shall be available for audit by both the Data Processor and the Data Controller for the purposes of these provisions; and

27.7.2. The Data Processor shall ensure that the sub-contractor complies fully with its obligations under this Clause 27 and the Hire Agreement and the Data Protection Legislation.]

27.7.3. The Data Processor shall ensure that at any time, and on at least <<insert period, e.g. 30 days>> notice, alter the data protection provisions of the Hire Agreement, replacing them with any applicable data protection provisions or similar terms that form part of an applicable law or regulation. Such terms shall apply when replaced by the provisions of the Hire Agreement.]

**28. Confidentiality**

28. The Data Processor acknowledges that, except as provided by sub-Clause 28.2, the Data Processor, in writing by the other Party, it shall, at all times during the term of the Hire Agreement and [for <<insert period>> after its termination:

28.1.1. keep Confidential Information;

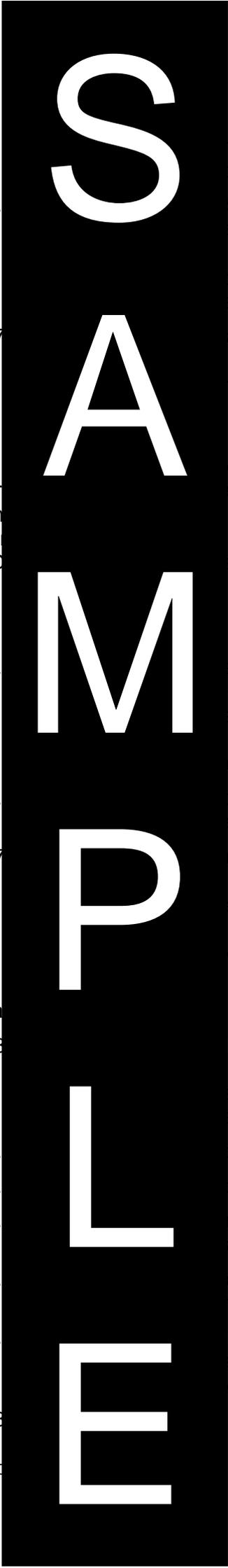
28.1.2. not disclose Confidential Information to any other party;

28.1.3. not use Confidential Information for any purpose other than as expressly authorized in writing subject to the terms of the Hire Agreement;

28.1.4. not make any copy of, record in any way or part with possession of Confidential Information; and

28.1.5. ensure that its directors, officers, employees, agents, sub-contractors and any other persons it does any act which, if done by that Party, would be in breach of the provisions of sub-Clauses 28.1.1 to 28.1.4 above.

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Confidential Information to:

Contractor or supplier of that Party;

Governmental or other authority or regulatory body; or

Employee or officer of that Party or of any of the named persons, parties or bodies;

It is necessary for the purposes contemplated by including, but not limited to, the provision of the as required by law. In each case that Party shall , party or body in question that the Confidential and (except where the disclosure is to any Clause 28.2.1.2 or any employee or officer of any and submitting to the other Party a written from the party in question. Such undertaking is practicable in the terms of this Clause 28, to information confidential and to use it only for the disclosure is made; and

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information for any purpose, or disclose it to any extent only that it is at the date of the Hire time after that date becomes, public knowledge at Party. In making such use or disclosure, that be any part of the Confidential Information which e.

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this Clause 28 shall continue in force in their terms, notwithstanding the termination of the any reason.

29. **Force Majeure**

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shall not be liable for any failure or delay in obligations under the Hire Agreement where such results from any cause that is beyond its reasonable (force majeure"). Such causes include, but are not limited internet service provider failure, industrial action, flood, storms, earthquakes, acts of terrorism, etc, acts of war, governmental action or any other similar event that is beyond the control of the

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As a result of Force Majeure the Company cannot perform its obligations under the Hire Agreement for a continuous period>>, either Party may at its discretion terminate the Hire Agreement by written notice at the end of that period. In the event of such termination, the Company shall be released from any sums previously received from the Customer which may still be due from the Customer to the Company, less any sums, costs, expenses and disbursements which the Company has incurred or for which it shall or may be liable to any third party in connection with the hire of the Venue or the Event. In addition, the Company shall return any balance to the Customer. The Company shall not be obliged to, take such steps as it may in its sole and reasonable consideration consider reasonable to recover any such costs from the relevant third parties and shall, subject to the Company's obligations, reimburse any sums incurred in connection therewith, reimburse any

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to the Customer.

29. All advise the Customer in writing as soon as possible when any such Force Majeure event occurs and at the same time provide an estimate to the Customer of how long the event is likely to continue and its likely impact on the performance of the Hire Agreement.

30. Term and Termination

30.1. This Clause shall come into force on the date stated in the Hire Agreement to be the commencement date of the Hire Agreement and shall continue from that date until the end of the Term, subject to the provisions of this Clause 30.

30.2. In the event of cancellation under Clause 6, the Booking and the Hire Agreement shall immediately terminate.

30.3. The other Party shall immediately terminate the Booking and the Hire Agreement by giving written notice to the other Party if:

30.3.1. that other Party by that other Party under any of the provisions of the Hire Agreement is not paid within <<insert period>> of the due date for payment;

30.3.2. that other Party commits any other breach of any of the provisions of the Hire Agreement and, if the breach is capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice in all particulars of the breach and requiring it to be remedied;

30.3.3. that other Party loses possession, or where that other Party is a trustee or is appointed, of any of the property or assets of the Hire Agreement;

30.3.4. that other Party enters any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

30.3.5. that other Party, being an individual or firm, has a bankruptcy order made against it, or being a company, goes into liquidation (except for a liquidation in order to provide amalgamation or re-construction and in such a case the company resulting therefrom effectively agrees to be bound by the obligations imposed on that other Party under the Hire Agreement);

30.3.6. that other Party is subject to any of the foregoing under the law of any jurisdiction in relation to that other Party;

30.3.7. that other Party ceases, or threatens to cease, to carry on business; or

30.3.8. that other Party is acquired by any person or connected with that person in control of that other Party on the date of the Hire Agreement for the purposes of this Clause 30, "control" and "connected with" shall have the meanings ascribed thereto by sections 122 and 122A respectively of the Corporation Tax Act 2010.

30.4. In the event of a breach of sub-Clause 30.3.2, a breach shall be deemed to be remedied if the Party in breach can comply with the provisions of the Hire Agreement in all respects.

30.5. The termination of the Hire Agreement by the Customer which terminates the Hire Agreement

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30.3, the Company shall refund to the Customer the amount(s) received by the Company from the Customer shall not be liable for any other under the Hire Agreement.

30.4. Notwithstanding the Hire Agreement shall not prejudice any remedy of either Party in respect of the breach or any other breach.

31. **Effects of Termination**

Upon the termination of the Hire Agreement for any reason:

31.1. All amounts payable by either Party to the other under any of the provisions of the Hire Agreement shall become immediately due and

31.2. All obligations, whether either expressly or by their nature, relate to the expiry or termination of the Hire Agreement shall have full force and effect;

31.3. Nothing in this Clause 31 shall affect or prejudice any right to damages or compensation which the terminating Party may have in respect of the termination or any other right to damages or compensation which any Party may have in respect of any breach of the Hire Agreement which existed at or before the date of termination;

31.4. Nothing in this Clause 31 and except in respect of any obligations under the Hire Agreement, neither Party shall be under any further obligation to

31.5. Nothing in this Clause 31 shall except to the extent referred to in Clause 28 require either Party to use, either directly or indirectly, any confidential information, and shall immediately return to the other Party all documents, data and information in its possession or control which contain or consist of Confidential Information.

32. **No Waiver**

No failure or delay in exercising any of its rights under the Hire Agreement shall constitute a waiver of that right, and no waiver by either Party of any breach of the Hire Agreement shall be deemed to be a waiver of any subsequent breach of the Hire Agreement or any other provision.

33. **Further Assurances**

Each Party shall do all such further deeds, documents and things as may be necessary to give full effect to the provisions of the Hire Agreement into full force and effect.

34. **Costs**

Subject to any provisions to the contrary, each Party to the Hire Agreement shall pay its own costs of negotiation, preparation, execution and carrying into effect of the Hire Agreement.

35. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received under the Hire Agreement or any other agreement.

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36. **Assignment**

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use 36.2] The Hire Agreement is personal to the Party may assign, mortgage, charge (otherwise charge) or sub-licence or otherwise delegate any of its, or sub-contract or otherwise delegate any of its under without the written consent of the other Party, be unreasonably withheld.

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provisions of Clause 27, the] OR [The] Company perform any of the obligations undertaken by it member of its group or through suitably qualified contractors. Any act or omission of such other contractor shall, for the purposes of the Hire Agreement be deemed to be an act or omission of the Company.]

37. **Time**

[The Parties of the essence]

dates referred to in the Hire Agreement shall be

OR

[The Parties guidance on by mutual agreement]

dates referred to in the Hire Agreement are for the absence of the Hire Agreement and may be varied Parties.]

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38. **Relationship**

Nothing in partnership, other than the

shall constitute or be deemed to constitute a other fiduciary relationship between the Parties to expressly provided for in the Hire Agreement.

39. **Non-Solicitation**

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[without the express written consent of that Party of the Hire Agreement and for a period of after its termination or expiry, employ or contract any person who is or was employed or otherwise by the other Party at any time in relation to the Hire Agreement]

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[without the express written consent of that Party of the Hire Agreement and for a period of after its termination or expiry, solicit or entice the other Party any customer or client where any such solicitation would cause damage to the business of the other Party]

40. **Third Party**

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The Hire Agreement is intended to confer rights on any Party accordingly the Contracts (Rights of Third Parties) Act 1999 apply to the Hire Agreement.]

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OR

[The Hire Agreement shall be intended for the purpose of the Hire Agreement there shall be no intention to confer any rights on any other third party]

that the Hire Agreement is intended to benefit and be for the benefit of the Party (s) and/or details of third party / parties>> for the purpose of the Hire Agreement (Rights of Third Parties) Act 1999 and, subject to the Hire Agreement, their intent not to confer any rights on any other third party.]

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40. Clause 40, the Hire Agreement shall continue and be binding on the Parties, their successors and assigns of either Party as if it were a separate agreement.

41. **Notices**

41.1. The Hire Agreement shall be in writing and be signed by, or on behalf of, a duly authorised person of the Party giving the notice.

41.2. Notices shall be deemed to have been duly given:

41.2.1. if delivered by courier or other messenger (including express delivery by mail) during normal business hours of the Party;

41.2.2. if sent by e-mail and a successful return receipt is received;

41.2.3. if sent by post, one business day following mailing, if mailed by national express mail with postage prepaid.

In each case, notices shall be addressed to the most recent address or e-mail address of the Party.

42. **Entire Agreement**

42.1. The provisions of Clause 27, the] **OR** [The] Hire Agreement shall constitute the entire agreement between the Parties with respect to the subject matter and may not be modified except by an agreement in writing signed by the Parties or their duly authorised representatives.

42.2. The Party acknowledges that, in entering into the Hire Agreement, it has not relied on any representation, warranty or other provision not expressly provided in the Hire Agreement, and all other terms or conditions or other terms implied by statute or common law shall be excluded to the fullest extent permitted by law.

43. **Counterparts**

The Hire Agreement may be executed in any number of counterparts and by the Parties to it in any number of counterparts, each of which when so executed and delivered shall be an original and all counterparts together shall constitute one and the same instrument.

44. **Severance**

In the event that any provision of the Hire Agreement is found to be unenforceable or unlawful, invalid or unenforceable, that / those provision(s) shall be deemed severed from the Hire Agreement. The remainder of the Hire Agreement shall remain in full force and effect.

45. **Dispute Resolution**

45.1. The Parties shall attempt to resolve any dispute arising out of or under the Hire Agreement through negotiations between their representatives who have the authority to settle such disputes.

45.2. If the negotiations under sub-Clause 45.1 do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the dispute shall be referred to arbitration.

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...tempt to resolve the dispute in good faith through  
...ive Dispute Resolution (“ADR”) procedure.]

45 ...ure under sub-Clause 45.2 does not resolve the  
...ert period>> of the initiation of that procedure, or  
...ot participate in the ADR procedure, the dispute  
...arbitration by either Party.

45 ...itration under sub-Clause 45.3 shall be England  
...bitration shall be governed by the Arbitration Act  
...Arbitration as agreed between the Parties. In the  
...es are unable to agree on the arbitrator(s) or the  
...n, either Party may, upon giving written notice to  
...ply to the President or Deputy President for the  
...e Chartered Institute of Arbitrators for the  
...arbitrator or arbitrators and for any decision on  
...equired.]

45 ...use 45 shall prohibit either Party or its affiliates  
...ourt for interim injunctive relief.

45 ...utcome of the final method of dispute resolution  
...5 shall [not] be final and binding on both Parties.

46. **Law and Jurisdiction**

46 ...ent (including any non-contractual matters and  
...therefrom or associated therewith) shall be  
...onstrued in accordance with, the laws of England

46 ...visions of Clause 45, any dispute, controversy,  
...aim between the Parties relating to the Hire  
...ng any non-contractual matters and obligations  
...r associated therewith) shall fall within the [non-  
...on of the courts of England and Wales.

**[SCHEDULE**

<<i...ment provided by Company, to include a section  
...setting out all details of the Booking>]