

## VENUE HIRE TERMS AND CONDITIONS

## BUSINESS FUNCTIONS)

### BACKGROUND:

These Terms and Conditions shall apply to the hire of the venue>> ("the Venue") from <<insert description of the Venue>> [different from company name>>], [insert description of the Venue] LLP, Private Limited Company etc. [insert description of the Venue] [whose registered address is <<insert registered address>>] [whose main trading address is <<insert main trading address>>] hiring the Venue in the course of and for the purposes of any Business.

insert description and address of the Venue trading as <<insert trading name if different from company name>> (e.g. Sole Trader, Partnership, etc.) and under number <<insert number>> and] <<insert registered address>> and] <<insert company name>>") 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 period specified in the Booking, 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 catering for the Hire of the Venue and the Event;

**"Confidential Information"**

means information which is disclosed by either Party, information which is disclosed by the other Party pursuant to the Hire Agreement (whether in writing or otherwise) and whether by any other medium, and whether the disclosure is expressly stated to be confidential or as such);

**"Consumer"**

means a person acting as defined by the Consumer Protection Act 1986 (as amended) is to say an individual hiring the Venue for the Hire of the Venue for personal use and for purposes wholly unrelated to the purposes of any Business;

**"Customer"**

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

# SAMPLE

<p><b>“Data Protection Legislation”</b></p>	<p>means the law in force from time to time applicable to data protection, but not limited to, the UK Data Protection Act 1998, the Data Protection Act 2018 (and any amendments thereto) and the European Union General Data Protection Regulation (EU) 2016/679, as it applies in England and Wales, Scotland, Wales and Northern Ireland; the Data Protection Act 2018); the Data Protection Regulations made under the Data Protection Act 2018 and Electronic Communications Act 2003 as amended;</p>	<p>on in force from time to time applicable to data protection, but not limited to, the UK Data Protection Act 1998, the Data Protection Act 2018 (and any amendments thereto) and the European Union General Data Protection Regulation (EU) 2016/679, as it applies in England and Wales, Scotland, Wales and Northern Ireland; the Data Protection Regulations made under the Data Protection Act 2018 and Electronic Communications Act 2003 as amended;</p>
<p><b>“Deposit”</b></p>	<p>means the sum paid by the Customer under Clause 4 of these Terms and as set out in the Hire Agreement;</p>	<p>the sum paid by the Customer under Clause 4 of these Terms and as set out in the Hire Agreement;</p>
<p><b>“Event”</b></p>	<p>means the event for which the Customer is hiring the Venue, subject to these Terms and Conditions;</p>	<p>the event for which the Customer is hiring the Venue, subject to these Terms and Conditions;</p>
<p><b>“Hire Agreement”</b></p>	<p>means the agreement between the Customer and the Company [(the form of which is set out in the Booking Confirmation) and these Terms and Conditions] which the Customer gives to the Customer and the Company in connection with the Booking (under which the Customer agrees to hire the Venue);</p>	<p>the agreement between the Customer and the Company [(the form of which is set out in the Booking Confirmation) and these Terms and Conditions] which the Customer gives to the Customer and the Company in connection with the Booking (under which the Customer agrees to hire the Venue);</p>
<p><b>“Hire Fees”</b></p>	<p>means the fees payable by the Customer for the hire of the Venue, as set out in Clause 5 of these Terms and Conditions;</p>	<p>the fees payable by the Customer for the hire of the Venue, as set out in Clause 5 of these Terms and Conditions;</p>
<p><b>“Hired Personnel”</b></p>	<p>means the personnel provided by the Company to assist with the Event in connection with the Venue hire, as set out in Clause 6 of these Terms and Conditions;</p>	<p>employees that are provided by the Company for the purposes of setting up, running and assisting with the Event in connection with the Venue hire of these Terms and Conditions;</p>
<p><b>“Hire Term”</b></p>	<p>means the period of time for which the Venue is hired, as defined in Clause 7 of these Terms and Conditions and as set out in the Hire Agreement;</p>	<p>the Venue hire as defined in Clause 7 of these Terms and Conditions and as set out in the Hire Agreement;</p>
<p><b>“Personnel Fees”</b></p>	<p>means the fees payable by the Customer for any Hired Personnel, as set out in Clause 6 of these Terms and Conditions;</p>	<p>the Customer for any Hired Personnel, as set out in Clause 6 of these Terms and Conditions;</p>
<p><b>1.2</b></p>	<p>Unless the context otherwise requires, each reference in these Terms and Conditions to:</p>	<p>each reference in these Terms and Conditions to:</p>
<p><b>1.2.1</b></p>	<p>“writing”, and any communication effected by any means;</p>	<p>includes a reference to any communication effected by any means;</p>
<p><b>1.2.2</b></p>	<p>a statute or a provision of the law of England and Wales, Scotland, Wales and Northern Ireland as amended from time to time;</p>	<p>reference to that statute or provision as amended from time to time;</p>
<p><b>1.2.3</b></p>	<p>“these Terms and Conditions” and each of them, means these Terms and Conditions and each of them as amended or supplemented at the relevant time;</p>	<p>reference to these Terms and Conditions and each of them as amended or supplemented at the relevant time;</p>
<p><b>1.2.4</b></p>	<p>a Schedule is a schedule of the provisions of these Terms and Conditions;</p>	<p>Conditions;</p>

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1.2.5 a Clause or Condition (Schedule; and

1.2.6 a "Party" of the parties to these Terms and Conditions.

1.3 The head 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 and expressions shall include the plural and vice versa.

1.5 References shall include any other gender.

1.6 References shall include sole corporations.

## 2. Booking

2.1 A legally binding Booking shall come into existence (and only when both Parties or their authorised representatives have signed a Hire Agreement containing the Booking Details) by the Company or the Customer or by the Customer's communication from the Company to the Customer which is intended to be an offer or acceptance of the Booking Details in relation to hire of the Venue or the Venue's facilities.

2.2 The Customer shall provide the Booking Details under "Booking Details" in the Hire Agreement set out in Schedule 1 to the Hire Agreement. The Booking Details shall include the date and time of the proposed Booking. Details of the proposed Booking shall include the purpose, the number of guests to be invited, the number of rooms required, the number of catering staff required, the number of technical requirements and the number of other requirements. The Company shall provide prompts for all Booking Details in the Booking Details section of the Hire Agreement.

2.3 At the time of the Booking, the Customer shall supply to the Company a copy of the Booking Details. The Customer shall supply to the Company a copy of the Booking Details as soon as possible prior to the start of the Booking. The Customer shall supply to the Company a copy of the Booking Details as soon as possible prior to the start of the Booking.

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

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 Details 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 periods shall be at the exclusive discretion of the Company.

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

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

#### 4. Deposit

4. 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. In relation to the cancellation provisions set out in Clause 6, and sub-Clause 6.5, the Deposit shall be non-refundable.

#### 5. Fees and Payment

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

5. The Company may offer concessionary rates may be available. Such concessionary rates shall apply to the hire of the Venue by charity and other non-profit 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.

5. The Hire Fee provided in accordance with Clause 22 shall attract a charge which shall be calculated on an hourly basis at the rate set out in the Hire Agreement.

5. Payment shall be made pursuant to the Hire Agreement. Payment shall be made, by credit card, debit card or BACS, <<insert period>> of the date of the relevant invoice in <<insert currency>> in cleared funds to such bank in <<insert details>>. Another Party may from time to time nominate, as its bank, and withholding or deduction except such amount (if any) as that Party is required to deduct or withhold by law.

5. Payment pursuant to the Hire Agreement is required to be made on a Business Day. If payment is made on a day which is not a Business Day, it may be made on the next Business Day.

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

5. Any amount made by the Customer in addition to the Deposit shall be set out in the Booking Details and payable on the date(s) specified, 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 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 any sums paid less the Deposit.

6.1.3. If the Customer cancels the Booking less than <<insert period>> ahead 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 at the commencement of the Hire Term the Company shall retain all sums paid including the Deposit and shall impose 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 refund all sums paid, including the Deposit.

6.3. If the Customer is 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>> wireless internet access>>

7.1.2. <<insert facility>> sound system>>

7.1.3. <<insert facility>> lighting system>>

7.1.4.

7.1.5.

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

7.2.1. <<insert facility>> additional lighting>>

7.2.2. <<insert facility>> 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 responsible for the availability of such facilities if booked less than <<insert period>> Business Days of the event.

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8. **Utilities**

8.1. The Customer shall be responsible for the payment of all utilities including gas, electricity and water prior to the start of the Hire Term. The Hire Fees. No additional charges shall be

8.2. In the Customer's judgement, the Customer is likely to use an amount of gas, electricity or water during the Hire Term, the option of metering the Customer's use of the utilities and charging a separate fee therefor. The Customer shall be responsible for any such decision by including details of the metering details or not more than <<insert period>>

9. **Use of the Venue**

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

9.2. 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, damage as a result of a breach of sub-Clause 9.1.

9.3. The Customer shall not, at any time, have gas cylinders in the Venue or containers of substances which are noxious, 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.

9.4. 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.

9.5. The Customer shall not be permitted under the provisions of the Hypnotism Act 1953. The Customer shall not permit any hypnosis to take place in the Venue.

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

9.7. 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.

10. **Advertising**

10.1. The Customer shall be responsible for advertising and promoting the Event. All advertising materials for the Event must be submitted to 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

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

11. **Health and**

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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 any time during the Hire Term for compliance with sub-Clause 11.1 and 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 one time at any given time. The use of multi-socket adapter blocks [(of up to <<insert number>> sockets)] is permitted.

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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 remain completely unobstructed during the Event and that all signs for fire exits and equipment remain as clear and legible as they are when the Venue is unoccupied, and that no fire equipment is not moved from its present location unless for a legitimate and intended purpose.

11.5 The Customer shall ensure <<insert number>> guests and <<insert number>> staff are permitted 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 or staff in excess of the numbers stated above.

12. **Access to the**

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12.1 The Venue shall provide the Customer with a plan of the Venue showing the location of 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 start time>> and <<insert end time>> on <<insert days>>. Access outside of these times shall be by prior arrangement only and at the discretion of the Venue.

12.3 The Venue shall ensure <<insert number>> of the Venue is [not] available for guests. [<<insert description of available>>].

13. **Stewarding**

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

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13.2 The Customer shall ensure that the stewards are made responsible for the general hiring arrangements and emergency procedures including, but not limited to, the evacuation of the Venue in case of fire, and that all stewards are aware of their duties at all times.

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13. The Company shall ensure that every steward is suitably qualified, on duty at any time that there are members of the public in the Venue during the Term of Hire and easily identifiable as a steward.

14. **Disability Provisions**

14.1 The Company is [not] provided as standard at the Venue. Details of access arrangements that can be made if no access is provided>>]

14.2 Where wheelchair users may only account for a small 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 access for wheelchair users. The Company shall use all reasonable endeavours to satisfy such a request.

14.3 The Venue is fitted with an induction loop for hearing aid users. Details of the loop works with the following equipment at the Venue (e.g. microphone, PA system etc>>.)

15. **Good Order**

15.1 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 Customer's staff, performers, exhibitors, Hired Equipment and other individuals that are in attendance for the Event and not under the control of the Company.

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

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

15.4 Notwithstanding the above, no fireworks may be set off after the Event. The following exceptions apply:

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

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

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

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

15.4.5 On a Bank Holiday / festival / holiday>>, fireworks may be set off until <<insert time>>.

15.4.6 On a Bank Holiday / festival / holiday>>, fireworks may be set off until <<insert time>>.

15.4.7 On a Bank Holiday / festival / holiday>>, fireworks may be set off until <<insert time>>.

15.4.8 On a Bank Holiday / festival / holiday>>, fireworks may be set off until <<insert time>>.

15.4.9 On a Bank Holiday / festival / holiday>>, fireworks may be set off until <<insert time>>.

16. **Recording and Photography**

16.1 The Company shall not permit any sound or video recording for commercial purposes during the Event (including the Customer's own recording) without the prior written consent of the Company. The Company's consent not to be unreasonably withheld.

16.2 The Company shall not permit any photography of any kind to 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 request to the Company at least <<insert period>> prior to the start of the Hire Term for approval, such approval not to be withheld.

17 If members of the press or media gain unauthorised access to the Event, the Customer shall not be held responsible for any loss or damage. Any may require the Customer to prove that such access was not used 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. At Act, the Customer must provide at least 7 days prior to the Event of its intention to show a film.

18 The Customer must ensure that there is a clear area of at least 1m x 1m must be left around the projector. Only authorised persons may be permitted within that perimeter during the Event.

19. **Music**

19 The Customer must ensure that the PRS licence you have for the Venue, if any, covers the requirements which the Customer must meet in order to play music at their Event>>

19 The Customer must ensure that the PPL licence you have for the Venue, if any, covers the requirements which the Customer must meet in order to play music at their Event>>

20. **Catering**

20 The Customer may 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 Catering Service 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 give the right to inspect any food brought to the Event. In exercise of this right the Company may audit the caterer for food hygiene. Any such inspections and audits shall be at the exclusive discretion of the Company.

21. **Licensing a**

21 The Customer [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.

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22 wishes to use the services of the Hired Personnel  
e individuals they require no later than <<insert  
ne 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  
nnel. 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**

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

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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  
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.

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. The Customer shall 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 Loss of profits;
- 25.3.2 Loss of revenue, business;
- 25.3.3 Loss of opportunity;
- 25.3.4 Loss of contracts;
- 25.3.5 Loss of earnings;
- 25.3.6 Loss of reputation;
- 25.3.7 Consequential loss, damage, costs, expenses or

arising from the performance of its obligations arising  
any other person in connection with the performance of its obligations arising  
under the Hire Agreement or the use of the Venue or use of the Catering  
Service or the use of the Catering Service by the Customer under the Hire Agreement.

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25.4 The maximum aggregate 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 the Hire payable by the Customer.].

25. [The Company shall be liable for any breach of the foregoing provisions of this Clause 25 or any of these Terms and Conditions or the Hire Agreement in these Terms and Conditions or the Hire Agreement for any liability which cannot legally be limited, except in the following circumstances:]

- a) any liability caused by negligence; and
- b) any liability arising from a false representation.

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

26. **[Data Protection]**

For completion of the Hire Agreement, the Company's collection, processing, storage, and retention of personal data shall be limited to, the purpose(s) for which personal data is used, the legal basis for its use, the details of the Customer's rights and how to exercise them, and the details of any data sharing (where applicable), please refer to the Company's Privacy Policy from <<insert location>>].

27. **[Data Processing]**

27. [In the Hire Agreement, "personal data", "data controller", "data processor", and "personal data processing" shall have the meaning defined in the Data Protection Legislation.]

27. [Personal data to be processed by the Company on behalf of the Customer under the Hire Agreement, shall be processed in accordance with the terms of a Data Processing Agreement into which the Company and the Customer shall enter before any personal data is processed.]

**OR**

[Both the Company and the Customer shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 27 nor the Hire Agreement shall remove or replace any of those obligations.]

27. [Under the Data Protection Legislation and for this purpose, under the Hire Agreement, the Company is the "Data Controller" and the Customer is the "Data Controller".]

27. [The scope, nature and purpose of the processing of personal data, the duration of the processing shall be set out in a Data Processing Agreement.]

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27.6. The Data Processor shall ensure that it has in place all necessary measures required to enable the lawful transfer of the Data Processor for the purposes described in the Schedule and/or any schedule to the Hire Agreement.

27.6. The Data Processor shall ensure that it has in place all necessary measures required to enable the lawful transfer of the Data Processor for the purposes described in the Schedule and/or any schedule to the Hire Agreement.

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27.6. The Data Processor shall ensure that it has in place all necessary measures required to enable the lawful transfer of the Data Processor for the purposes described in the Schedule and/or any schedule to the Hire Agreement.

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27.6. The Data Processor shall ensure that it has in place all necessary measures required to enable the lawful transfer of the Data Processor for the purposes described in the Schedule and/or any schedule to the Hire Agreement.

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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 implement appropriate technical and organisational measures implemented necessary to comply with this Clause 27 and the Hire Agreement and to be audited 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 the processing of personal data under this Clause 27 and the Hire Agreement[.]

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 (which consent is not to be unreasonably withheld). In the event that the Data Processor does sub-contract, the Data Processor shall:

27.7.1. Enter into a written agreement with the sub-contractor, which shall require the sub-contractor to accept the same obligations as are imposed on the Data Processor by this Clause 27 and the Hire Agreement and to ensure that both the Data Processor and the Data Controller are kept informed of any such sub-contractor's obligations;

27.7.2. Ensure that the sub-contractor complies fully with its obligations under the Data Protection Legislation.]

27.8. The Data Processor shall, 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 Hire Agreement.]

## 28. Confidentiality

28. The Data Processor acknowledges that, except as provided by sub-Clause 28.2, all information disclosed 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. Be Confidential Information;

28.1.2. Not be disclosed to any other party;

28.1.3. Not be used for any purpose other than as authorised by the other Party, subject to the terms of the Hire Agreement;

28.1.4. Not be stored, copied, recorded in any way or part with possession of the Data Processor; and

28.1.5. Not be disclosed to its directors, officers, employees, agents, sub-contractors or any other person who does any act which, if done by that Party, would breach the provisions of sub-Clauses 28.1.1 to 28.1.4 above.

28.2.

28.2.

Confidential Information to:

Contractor or supplier of that Party;

Governmental or other authority or regulatory body; or

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

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

28.2.

Notwithstanding the foregoing, the Confidential Information shall not be disclosed for any purpose, or disclose it to any person, other than to the extent only that it is at the date of the Hire Agreement or at any time after that date becomes, public knowledge or is otherwise known to that Party. In making such use or disclosure, that Party shall ensure that no part of the Confidential Information which is disclosed is disclosed.

28.

This Clause 28 shall continue in force in connection with the Hire Agreement, notwithstanding the termination of the Hire Agreement for any reason.

## 29. Force Majeure

29.

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

29.

In the event that as a result of Force Majeure the Company cannot perform its obligations under the Hire Agreement for a continuous period of more than 30 days, either Party may at its discretion terminate the Hire Agreement by written notice at the end of that period. Upon termination of such termination, the Company shall be entitled to retain from any sums previously received from the Customer the sums which may still be due from the Customer to the Company for the 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. The Company shall return any balance to the Customer. The Company shall not be obliged to, take such steps as it may 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 expected to continue and its likely impact on the performance of the Hire Agreement.

### 30. Term and Termination

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30.1. The Hire Agreement shall come into force on the date stated in the Hire Agreement to be the commencement date of the Hire Agreement Booking 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 Customer 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 of 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 lessee, 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 the purpose of a re-arrangement or amalgamation or re-construction and in such 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 applicable 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, or is under the 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 22 and 22A respectively of the Corporation Tax Act 2010.

30.4. In the event of sub-Clause 30.3.2, a breach shall be deemed to be remedied if the Party in breach can comply with the obligations 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 The termination of 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 obligations of either Party to the other under any of the Hire Agreement shall become immediately due and payable.

31.2 The provisions of the Hire Agreement, whether either expressly or by their nature, relate to the expiry or termination of the Hire Agreement shall remain in full force and effect;

31.3 The termination of the Hire Agreement shall not 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 The provisions of this Clause 31 and except in respect of any obligations of either Party shall be under any further obligation to the other Party.

31.5 The provisions of this Clause 31 and except to the extent referred to in Clause 28 shall not affect or prejudice any right to use, either directly or indirectly, any equipment or information, and shall immediately return to the other Party all equipment in its possession or control which contain or constitute Confidential Information.

32. **No Waiver**

No failure or omission to exercise any of its rights under the Hire Agreement shall constitute a waiver of that right, and no waiver by either Party of a 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 a written agreement 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 order 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 deemed to be an act or omission of the Company.]

37. **Time**

[The Parties of the essen

dates referred to in the Hire Agreement shall be t.]

**OR**

[The Parties guidance on by mutual ag

d dates referred to in the Hire Agreement are for sence of the Hire Agreement and may be varied parties.]

38. **Relationship**

Nothing in partnership, other than th

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 n of the Hire Agreement and for a period of after its termination or expiry, employ or contract y person who is or was employed or otherwise ther Party at any time in relation to the Hire

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

40. **Third Party**

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e Agreement is intended to confer rights on any cordingly the Contracts (Rights of Third Parties) apply to the Hire Agreement.]

**OR**

[The shall purpose there third

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

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40. If Clause 40, the Hire Agreement shall continue and be binding on the Parties, their successors and assigns of either Party as

41. **Notices**

41.1 The Hire Agreement shall be in writing and be signed by, or on behalf of, a duly authorised person 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 by registered or certified mail) during normal business hours of the

41.2.2 If sent by e-mail and a successful return receipt is

41.2.3 If sent by post the day following mailing, if mailed by national postal service with postage prepaid.

In each case, the notice 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 Parties acknowledge that, in entering into the Hire Agreement, they have not made any representation, warranty or other provision which is not expressly provided in the Hire Agreement, and all other terms implied by statute or common law shall apply 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 of which together shall constitute one and the same instrument.

44. **Severance**

In the event that any provision of the Hire Agreement is found to be 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,

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...tempt to resolve the dispute in good faith through  
...ive Dispute Resolution ("ADR") procedure.】

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...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.

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...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  
...quired.】

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

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

46. Law and Jurisdiction

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

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...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

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

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