

## VENUE HIRE TERMS

## (BUSINESS FUNCTIONS)

### BACKGROUND:

These Terms and Conditions shall govern the hire of the venue>> (“the Venue”) from <<insert description and address of the Venue>> (“the Company”) by customers who are hiring the Venue for business purposes.

insert description and address of the Venue>> (“the Company”) by customers who are hiring the Venue for business purposes.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

In the context otherwise requires, the following expressions shall have the following meanings:

“**Booking**”

the agreement of the hire of the Venue by the Customer, setting the dates for the hire, the Hire Fees and the date(s) of the Event, specifying the nature of the Event and any additional requirements the Customer may have.

“**Business Day**”

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

“**Catering Service**”

the catering service operated by or nominated by the Customer which shall be available to provide food and drink at the Venue and the Event;

“**Confidential Information**”

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

“**Customer**”

the person or entity who is hiring the Venue subject to the terms and conditions;

“**Data Protection Legislation**”

the data protection legislation in force from time to time in the United Kingdom applicable to data processing, including, but not limited to, the General Data Protection Regulation (EU) 2016/679, as it applies in England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 and regulations made under it; the Privacy and Electronic Communications Regulations 2003 as amended;

“**Deposit**”

the sum payable by the Customer under the Hire Agreement and as set out in the Event;

“**Event**”

the business function which the Customer is hiring the Venue subject to these Terms and Conditions.

<p><b>“Hire Agreement”</b></p>		<p>nt entered into by the Customer incorporating these Terms and all govern the hire of the Venue;</p>
<p><b>“Hire Fees”</b></p>		<p>ble by the Customer for the hire rmined under Clause 5 of these S;</p>
<p><b>“Hired Personnel”</b></p>		<p>mpany’s employees that are omer for the purposes of setting erwise assisting with the Event in use 22 of these Terms and</p>
<p><b>“Hire Term”</b></p>		<p>tion of the Venue hire as defined Terms and Conditions and greement; and</p>
<p><b>“Personnel Fees”</b></p>		<p>ble by the Customer for any Hired</p>
<p>1.2 Unless the context Conditions to:</p> <p>1.2.1 “writing”, and communicat</p> <p>1.2.2 a statute or provision as</p> <p>1.2.3 “these Term Conditions a the relevant</p> <p>1.2.4 a Schedule i</p> <p>1.2.5 a Clause or Conditions (Schedule; a</p> <p>1.2.6 a "Party" of Conditions.</p>	<p>S A M P L E</p>	<p>ch reference in these Terms and</p> <p>on, includes a reference to any transmission or similar means;</p> <p>e is a reference to that statute or at the relevant time;</p> <p>a reference to these Terms and s as amended or supplemented at</p> <p>rms and Conditions;</p> <p>e to a Clause of these Terms and s) or a paragraph of the relevant</p> <p>the parties to these Terms and</p>
<p>1.3 The headings used and shall have n Conditions.</p>		<p>nditions are for convenience only rpretation of these Terms and</p>
<p>1.4 Words imparting the</p>		<p>clude the plural and vice versa.</p>
<p>1.5 References to any g</p>		<p>other gender.</p>
<p>1.6 References to perso</p>		<p>tions.</p>
<p><b>2. Booking</b></p>		
<p>2.1 At the time of mak planned Event. Deta guests to be invited catering requireme Customer which sha</p>		<p>omer shall set out, in detail, the theme, the purpose, the number of vided, technical requirements and l provide a Booking form to the required information.</p>
<p>2.2 At the time of mak than &lt;&lt;insert perio</p>		<p>n as possible thereafter (not less he Hire Term) the Customer shall</p>

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- 2.3 When making the Booking for the Event. The Company shall offer the Customer's required dates are not available, the Company shall offer alternative dates.

all provide the date and duration of the Event. The Company shall endeavour to satisfy the Customer's required dates are not available, the Company shall offer alternative dates.

- 2.4 Once the Booking is confirmed, the Venue shall be available for the Customer for the agreed Hire Term subject to these Terms.

paid in accordance with Clause 4 of the Hire Agreement. The Customer shall be responsible for the agreed Hire Term.

### 3. Hire Term

- 3.1 The Venue may be hired for a maximum of <<insert period>> and a maximum of <<insert period>> days however such extended terms are available at the discretion of the Company and by agreement only.

um of <<insert period>> and a maximum of <<insert period>> days however such extended terms are available at the discretion of the Company and by agreement only.

- 3.2 The Hire Term shall be for the duration of the Event at the time of Booking. The Customer giving <<insert period>> prior to the Event.

<<insert period>> in advance of the Event. The Hire Term may be subsequently varied by the Company not less than <<insert period>> prior to the Event.

- 3.3 The agreed Hire Term shall be as set out in the Hire Agreement.

Hire Agreement.

### 4. Deposit

- 4.1 At the time of Booking, the Customer shall be required to pay a Deposit to the Company. The Deposit shall be <<insert percentage>>% of the total Hire Fees. Bookings shall be confirmed until the Deposit is paid in full.

be required to pay a Deposit to the Company. The Deposit shall be <<insert percentage>>% of the total Hire Fees. Bookings shall be confirmed until the Deposit is paid in full.

- 4.2 Subject to the cancellation policy set out in Clause 6, and sub-Clauses 29.2 and 30.5, the Deposit shall be refundable.

out in Clause 6, and sub-Clauses 29.2 and 30.5, the Deposit shall be refundable.

### 5. Fees and Payment

- 5.1 The Hire Fees will be calculated based on the duration of the Hire Term included in the Venue Hire Agreement.

ance to the length of the Hire Term, the Hire Fees will be calculated based on the duration of the Hire Term included in the Venue Hire Agreement.

- 5.2 In limited circumstances, concessionary rates may be available. Such rates shall apply to the Hire of the Venue for non-profit organisations, educational establishments, charities and other organisations. The Customer may consult with the Company in this regard. Concessionary rates shall be at the exclusive discretion of the Company and by agreement only.

es may be available. Such rates shall apply to the Hire of the Venue for non-profit organisations, educational establishments, charities and other organisations. The Customer may consult with the Company in this regard. Concessionary rates shall be at the exclusive discretion of the Company and by agreement only.

- 5.3 Hired Personnel shall be charged with Personnel Fees which are set out in the Hire Agreement.

e with Clause 22 shall attract Personnel Fees which are set out in the Hire Agreement on an hourly basis at the rate(s) set out in the Hire Agreement.

- 5.4 All payments required by the Hire Agreement shall be made by the Customer to the Hire Agreement by either credit card or BACS, within <<insert period>> of the date of Booking. Funds to such bank account shall be cleared in <<insert currency>> in cleared funds to such bank account. The other Party may from time to time nominate, with or without notice, a bank account to which the Hire Agreement may be made on the next following

t to the Hire Agreement by either credit card or BACS, within <<insert period>> of the date of Booking. Funds to such bank account shall be cleared in <<insert currency>> in cleared funds to such bank account. The other Party may from time to time nominate, with or without notice, a bank account to which the Hire Agreement may be made on the next following

- 5.5 Where any payment is required to be made on a day which is not a business day, the payment shall be made on the next following business day.

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- Business Day.
- 5.6 If either Party fails to pay any amount which is payable to the other pursuant to this clause, then, without prejudice to and notwithstanding such failure, the amount shall bear interest from the due date until payment in full, before and after any judgment, at the rate of <<insert bank name>> base rate for annum over the <<insert bank name>>.
- 5.7 All payments to be made in addition to the Deposit shall be specified in the Booking form on the date(s) specified therein. If those additional amounts is not specified in the Booking form, then those additional amounts shall be payable no later than [5] business days after the date of the Booking.
6. **Cancellation**
- 6.1 Subject to the provisions of the Booking by the Customer, the following shall apply to cancellation of the Booking:
- 6.1.1 If the Customer cancels the Booking more than <<insert period>> ahead of the start of the Hire Term, the Company shall issue a full refund of all sums paid, including the Deposit.
- 6.1.2 If the Customer cancels the Booking less than <<insert period>> but more than <<insert period>> 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 sums shall become immediately payable. No refund shall be made.
- 6.1.4 If the Customer cancels the Booking but fails to attend at the time of the Hire Term, the Company shall retain all sums paid and shall charge the Customer a non-attendance penalty which shall be set out in the Booking form.
- 6.2 Subject to the provisions of the Booking, the Company may cancel the Booking at any time prior to the start of the Hire Term and shall refund all sums paid, including the Deposit.
- 6.3 Where a refund is made, the Company shall refund the sum by <<insert payment method>> within <<insert period>> of the date triggering such refund.
7. **Technical Facilities**
- 7.1 The Company shall provide the following facilities as standard at no additional cost:
- 7.1.1 <<insert item>>
- 7.1.2 <<insert item>>
- 7.1.3 <<insert item>>
- 7.1.4 <<insert item>>
- 7.1.5 <<insert item>>
- 7.2 The following items shall be provided at an additional cost, such cost to be reflected in the Hire Price:
- 7.2.1 <<insert item>>

- 7.2.2 <<insert item>> other stage effects>>
- 7.2.3 <<insert item>>
- 7.2.4 <<insert item>>
- 7.3 If the Customer requires additional items detailed in sub-Clause 7.2 these shall be booked or as soon as possible thereafter. The Company shall confirm the availability of such facilities if booked less than <<insert period>> before the start of the Hire Term.
- 8. Utilities**
- 8.1 Unless otherwise stated, the use of all utilities including gas, electricity and water shall be included in the Hire Fees. No additional charges shall be levied.
- 8.2 If, in the Company's opinion, the Customer is likely to use an abnormally high amount of gas during the Hire Term it shall have the option of metering the gas. The Customer shall be informed of any such decision at least <<insert period>> before the start of the Hire Term. Thereafter, the Customer shall pay a separate fee therefor at the time of making the booking.
- 9. Use of the Venue**
- 9.1 If any additional equipment or similar is supplied and used in the Venue, such equipment may only be used in a manner which does not require any destructive fixing to the structure of the Venue. Repairs to the structure of the Venue requiring glue, nails, tacks, screws or similar are permitted.
- 9.2 The Customer shall be responsible for making good any damage to the Venue caused as a result of the use of the Venue, but not limited to, any damage done as a result of a breach of the Hire Term.
- 9.3 The Customer may not use any gas cylinders in the Venue or any other containers of gas or other dangerous or hazardous without the 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 may not bring any 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 are exempt from this provision and no such prior written permission is required.
- 9.5 Except where it is permitted by the provisions of the Hypnotism Act 1952, the Customer shall not perform any magic or similar to take place during the Event.
- 9.6 The Customer may not use any candles or other lighted flames inside the Venue without the prior written permission of the Company.
- 9.7 The Customer may not sell any goods to take place during the Event without the prior written permission of the Company.
- 10. Advertising and Promotion**
- 10.1 The Customer shall not advertise or promote the Event. Any and all advertising or promotion must be checked and approved by the Company prior to the start of the Hire Term. Any advertising to the general public, such approval not to be unreasonably withheld.

- 10.2 All advertising material must be submitted to the Company for approval at least <<insert period>> prior to the start of the Hire Term.
11. **Health and Safety**
- 11.1 Any and all electrical equipment used by the Customer during the Event must be fully PAT Tested and must bear the appropriate labels and be accompanied by valid test certificates as proof of such testing and compliance.
- 11.2 The Company shall have the right to remove, or have removed, any electrical equipment at any time during the Hire Term in breach of Sub-Clause 11.1 and shall have the right to remove any equipment not in compliance with that provision from the Venue.
- 11.3 The Venue has a total of <<insert number>> electrical sockets. A maximum of <<insert number>> may be used simultaneously at any given time. The use of multiple plug sockets or extension blocks (of up to <<insert number>> sockets) is prohibited.
- 11.4 The Customer shall ensure that all exits and fire equipment prior to the start of the Hire Term and access thereto must remain completely unobstructed. All fire exits and equipment must remain as such throughout the Hire Term and the Venue is unoccupied. Fire equipment must not be used for any other purpose.
- 11.5 A maximum of <<insert number>> staff shall be permitted in the Venue at any one time. The Company shall have the right to inspect the Venue at any time during the Hire Term and shall request the removal of any staff in excess of the numbers stated above.
12. **Access to the Venue**
- 12.1 The Customer shall provide a plan of the Venue showing access points. The loading and unloading area shall be located at <<insert description of location>>.
- 12.2 Access for loading and unloading shall be permitted between <<insert times>> and <<insert times>>. Access outside of these hours shall be by prior arrangement and at the Company's sole discretion.
- 12.3 Parking facilities are available at <<insert description of parking facilities>>. [ <<insert description of parking facilities>> ].
13. **Stewarding**
- 13.1 The Customer must provide a sufficient number of stewards for the Event. The stewards shall be responsible for overseeing the general hiring and unloading of the Venue.
- 13.2 Stewards shall be responsible for overseeing emergency procedures including, but not limited to, the evacuation of the Venue in case of fire. All stewards must be present in the Venue at all times.
- 13.3 A steward must be present in the Venue at any time that the Venue is open to the general public in the Venue during the Term of Hire.
- 13.4 All stewards must be at least 18 years of age.

#### 14. Disability Provision

- 14.1 Wheelchair access to the Venue. [The standard at the Venue. [<insert description of access provided>]] be made if no standard access is provided]]
- 14.2 For fire safety reasons, the Venue may only account for a maximum of <insert percentage> of the Venue's seating capacity. If a greater number of wheelchair users wish to attend the Event, then the Customer must submit a written request for the Venue's consideration. The Company shall use all reasonable endeavours to accommodate such a request.
- 14.3 The Venue is [not] equipped with a hearing aid loop for hearing aid users. [The equipment at the venue: <list equipment e.g. microphone, etc.>.]

#### 15. Good Order and Nuisance

- 15.1 The Customer shall maintain good order and control. This obligation includes ensuring the sobriety of the Customer's staff, performers, exhibitors, Hired Personnel and other individuals that are in attendance for the purposes of the Event, and the control of the Company.
- 15.2 Noise must be kept to a reasonable level at all times. The Customer must ensure that no noise exceeds <insert sound level>db
- 15.3 Amplified music use is permitted at any time.
- 15.4 [Fireworks are permitted] Fireworks may be set off after 11:00pm subject to the following conditions:
- 15.4.1 On <insert date> <insert time> <insert time>, fireworks may be set off until <insert time>
- 15.4.2 On <insert date> <insert time> <insert time>, fireworks may be set off until <insert time>
- 15.4.3 On <insert date> <insert time> <insert time>, fireworks may be set off until <insert time>
- 15.4.4 On <insert date> <insert time> <insert time>, fireworks may be set off until <insert time>
- 15.4.5 <insert additional conditions> [if required]]

#### 16. Recording and Broadcasting

- 16.1 No recording of sound or video is permitted for commercial reasons during the Event (including for the Customer's own promotional purposes) without the prior written consent of the Company. In any event, such consent not to be unreasonably withheld.
- 16.2 No broadcasting of the Event is permitted during the Event without the prior written consent of the Company. This includes, but is not limited to, radio broadcasting, television broadcasting, live streaming, etc. Textual updates including social media posts, etc. are not permitted.

#### 17. Press

- 17.1 If the Customer intends to invite members of the press or media for the Event, the Customer must notify the Company in writing at least <insert number> days prior to the Event.

- purposes of report in the normal course of their duties. The Customer must submit a written request to the Company at least 14 days prior to the start of the Hire Term for approval, such approval may be reasonably withheld.
- 17.2 In the event that media gain unauthorised entry to the Event the Customer shall be responsible however it may be authorised and unknown.
18. **Films**
- 18.1 The Customer may show films at the Event provided any such shows are in accordance with the Cinemas Act 1985. Under that Act, the Customer must give written notice to the Company 14 days prior to the start of the Hire Term for approval, such approval may be reasonably withheld.
- 18.2 Where a projector is used the film a clear area of at least 1 metre must be left around the projector. Only authorised personnel shall be permitted within that area during the evening hours of the Event.
19. **Music**
- 19.1 <<Insert a description of the music you have for the Venue, if any. Describe requirements for the music must meet in order to perform at their Event>>
- 19.2 <<Insert a description of the music you have for the Venue, if any. Describe requirements for the music must meet in order to play music at their Event>>
20. **Catering**
- 20.1 The Customer shall provide a catering service of its own choice or of using a third party catering service of the Customer's choice. The Customer chooses to use a third party catering service the Customer must submit details of that service to the Company at least 14 days prior to the start of the Hire Term for approval, such approval may be reasonably withheld.
- 20.2 If the Customer chooses to use a third party catering service it shall be invoiced separately for all catering services. The cost of catering will not form part of the Hire Fee.
- 20.3 If the Customer chooses to use a third party catering service the Company shall have the right to inspect the catering service brought to the Venue. Further to this right the Company shall have the right to refuse food safety and hygiene. Any such inspections are subject to the discretion of the Company and shall be carried out at the exclusive discretion of the Company.
21. **Licensing and Alcohol**
- 21.1 The Company [does not] provide a licensed bar and associated staff at the Venue. If the Customer wishes to use the bar it shall provide at least <<insert period of time>> prior to the start of the Hire Term for attention to use it.]
- 21.2 The Customer shall be responsible for operating their own bar during the Event or may use a third party bar operator.
22. **Hired Personnel**
- 22.1 The Company employs a number of staff which can be made available for the use of the Customer. The details of such staff shall be outlined to the Customer in the Venue Hire Terms and Conditions.



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## 26. [Data Protection

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Company's Privacy Notice

the Company will be liable to the  
property caused by any defect in or  
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the Customer for the Event].

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hify the Company in respect of all  
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presentation, implied warranty,  
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avoidance of doubt, that obligation  
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the Customer's rights and how to  
e applicable), please refer to the  
ocation>>].]

27. **[Data Processing**

- 27.1 In this Clause 27 a "data subject", "personal data", "data subject", "data controller", "data processor", "personal data breach" shall have the meaning defined in the Data Protection Act 1998 (the "Act") and the Data Protection Regulations 2018 (the "Regulations").
- 27.2 [All personal data processed by the Company on behalf of the Customer, subject to the terms and conditions and/or the Hire Agreement, shall be processed in accordance with the terms of a Data Processing Agreement entered into with the Company prior to any personal data being processed.]
- OR**
- 27.2 [Both Parties shall comply with the data protection requirements set out in the Data Processing Agreement. Neither this Clause 27 nor the Hire Agreement shall release either Party from any obligations set out in the Data Protection Regulations 2018. Neither Party shall remove or replace any of those obligations.]
- 27.3 For the purposes of the Act and the Regulations, the Customer is the "Data Controller" and the Company is the "Data Processor".
- 27.4 The type(s) of personal data to be processed, the nature and purpose of the processing, and the location(s) of the processing shall be set out in a Schedule to the Hire Agreement.
- 27.5 The Data Controller shall ensure that it has in place all necessary consents and notices required by the Act and the Regulations for the transfer of personal data to the Data Processor for the purposes of the processing [these Terms and Conditions] AND/OR [the Hire Agreement] and the Schedule to the Hire Agreement.
- 27.6 The Data Processor shall ensure that it complies with its obligations under [these Terms and Conditions] AND/OR [the Hire Agreement] and the Schedule to the Hire Agreement.
- 27.6.1 Process the personal data in accordance with the written instructions of the Data Controller and ensure that it is otherwise required to process the personal data. The Data Processor shall promptly notify the Data Controller of any breach of the instructions unless prohibited from doing so by law;
- 27.6.2 Ensure that it implements appropriate technical and organisational measures (a "Data Protection Policy") to protect the personal data from unlawful processing, accidental loss, destruction or damage or from any other event, taking into account the nature of the data, the potential harm from its processing, the current state of the art and the cost of implementing those measures. The measures shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Hire Agreement.
- 27.6.3 Ensure that it does not disclose the personal data (whether or not it is lawfully processed) to any third party (other than the Data Controller) are contractually obliged to keep the personal data confidential and to take all reasonable steps to prevent disclosure of the personal data to any third party.
- 27.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

- 27.6.4.1 and/or the Data Processor has/have safeguards for the transfer of personal
- 27.6.4.2 ts have enforceable rights and s;
- 27.6.4.3 omplies with its obligations under legislation, providing an adequate y any and all personal data so
- 27.6.4.4 r complies with all reasonable dvance by the Data Controller with ng of the personal data.
- 27.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with applicable Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);
- 27.6.6 Notify the Data Controller without undue delay of a personal data breach;
- 27.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) all personal data and any and all copies thereof to the extent required by the Hire Agreement unless it is required to retain such data by law; and
- 27.6.8 Maintain complete and accurate records of all processing activities and measures implemented necessary to comply with the obligations set out in Clause 27] **AND/OR** [the Hire Agreement] by the Data Controller and/or any other party designated in the Hire Agreement.
- 27.7 [The Data Processor shall comply with any of its obligations with respect to the processing of personal data under this Clause 27] **AND/OR** [the Hire Agreement].]
- OR**
- 27.7 [The Data Processor shall comply with any of its obligations to a sub-contractor with respect to the processing of personal data under [this Clause 27] **AND/OR** [the Hire Agreement] at the prior written consent of the Data Controller (such consent may be reasonably withheld). In the event that the Data Processor engages a sub-contractor, the Data Processor shall:
- 27.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under [Clause 27] **AND/OR** [the Hire Agreement]; and
- 27.7.2 Ensure that the sub-contractor complies fully with its obligations under applicable Data Protection Legislation.]
- 27.8 Either Party may, at any time, upon <<insert period, e.g. 30 calendar days'>> notice, alter or replace the processing clauses or similar terms

that form part of a  
when replaced by a

scheme. Such terms shall apply  
[reemend.]

## 28. Confidentiality

28.1 Each Party undertakes to keep confidential any Confidential Information authorised in writing by the other Party during the continuance of the Hire Agreement and after its termination:

provided by sub-Clause 28.2 or as otherwise agreed in writing. It shall, at all times during the term of the Hire Agreement, and for a period of <<insert period>> years] after its

28.1.1 keep confidential any Confidential Information;

Information;

28.1.2 not disclose any Confidential Information to any other party;

Information to any other party;

28.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of the Hire Agreement;

Information for any purpose other than as contemplated by the terms of the Hire Agreement;

28.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;

any way or part with possession of any Confidential Information;

28.1.5 ensure that any Confidential Information disclosed to its officers, employees, agents, sub-contractors or subcontractors does not become a breach of the confidentiality obligations set out in Clauses 28.1.1 to 28.1.4 above.

officers, employees, agents, sub-contractors or subcontractors, which, if done by that Party, would constitute a breach of the confidentiality obligations set out in Clauses 28.1.1 to 28.1.4 above.

28.2 Either Party may:

28.2.1 disclose any Confidential Information to:

to:

28.2.1.1 any officer, employee, agent, sub-contractor or subcontractor of that Party;

any officer, employee, agent, sub-contractor or subcontractor of that Party;

28.2.1.2 any authority or regulatory body;

any authority or regulatory body; or

28.2.1.3 any other person or body of that Party or of any of the parties or bodies;

of that Party or of any of the parties or bodies;

to such extent as is necessary for the purposes contemplated by the Hire Agreement (including for the purposes of providing the Services), or to inform the other Party of any Confidential Information which such body uses or discloses (including such body) for the purposes of confidentiality obligations. Such undertakings should be a condition of the Hire Agreement and the Party must not disclose Confidential Information which is not public knowledge.

for the purposes contemplated by the Hire Agreement (including for the purposes of providing the Services), not limited to, the provision of the Services, or to inform the other Party in each case that Party shall first obtain the written consent in question that the Confidential Information is to be disclosed except where the disclosure is to any officer, employee, agent, sub-contractor or any employee or officer of any authority or regulatory body or to the other Party a written undertaking from the Party in question. Such undertaking should be a condition of the Hire Agreement and the Party must not disclose Confidential Information which is not public knowledge. In the terms of this Clause 28, to disclose Confidential Information which is not public knowledge made; and

28.2.2 use any Confidential Information for any purpose, or disclose it to any other person or body, other than as permitted by the Hire Agreement, through no fault of the Party must not disclose Confidential Information which is not public knowledge.

any purpose, or disclose it to any other person or body, other than as permitted by the Hire Agreement, that it is at the date of the Hire Agreement, or at the date it becomes, public knowledge. Making such use or disclosure, that the Confidential Information which is not public knowledge

28.3 The provisions of this Clause 28 shall continue in force in accordance with their terms, notwithstanding the termination of the Hire Agreement for any reason.

continue in force in accordance with their terms, notwithstanding the termination of the Hire Agreement for any reason.

## 29. Force Majeure

29.1 The Company shall not be liable for any failure or delay in performing its obligations under the Hire Agreement by any cause that is beyond its control ("Force Majeure"). Such

failure or delay in performing its obligations under the Hire Agreement by such failure or delay results from beyond its control ("Force Majeure"). Such

causes include, but not limited to, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event that is beyond the control of the Company.

29.2 In the event that as a result of the termination of the Hire Agreement, the Company cannot perform its obligations under the Hire Agreement for a continuous period of <<insert period>>, either Party may terminate the Hire Agreement by giving written notice at the time of termination. In the event of such termination, the Company shall be obliged to return to the Customer or its agent any sums previously received from the Customer to the Company which the Company has incurred or which the Company has contributed to the Company's contribution to the Company's overhead as shall be returned to the Customer. The Company shall be obliged to, take such steps as it shall in its discretion deem appropriate to recover any such costs and expenses from the Customer and shall, subject to deduction of such costs incurred in connection with the termination, reimburse any sums so recovered to the Customer.

29.3 The Company shall provide a written estimate to the Customer as soon as possible if and when any such Force Majeure event is likely to continue and its likely impact on the Company's obligations.

### 30. Term and Termination

30.1 The Hire Agreement shall commence on the agreed commencement date and shall continue for the period of the Hire Term, subject to the provisions of this Clause 30.

30.2 In the event of a breach of any of the provisions of the Hire Agreement, the Hire Agreement shall be terminated immediately.

30.3 Either Party may terminate the Hire Agreement by giving written notice to the other Party.

30.3.1 any sum owed by the other Party under any of the provisions of the Hire Agreement not paid within <<insert period>> Business Days after the date of the breach;

30.3.2 the other Party, in the event of a breach of any of the provisions of the Hire Agreement which is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;

30.3.3 an encumbrance, or where the other Party is a company, a charge, or any of the property or assets of the other Party, or where the other Party is a company, a charge, or any of the property or assets of the other Party, or where the other Party is a company, a charge, or any of the property or assets of the other Party;

30.3.4 the other Party, in the event of a breach of any of the provisions of the Hire Agreement which is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;

30.3.5 the other Party, in the event of a breach of any of the provisions of the Hire Agreement which is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;

er failure, internet service provider failure, industrial accident, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event that is beyond the control of the Company.

the Company cannot perform its obligations under the Hire Agreement for a continuous period of <<insert period>>, either Party may terminate the Hire Agreement by giving written notice at the time of termination. In the event of such termination, the Company shall be obliged to return to the Customer or its agent any sums previously received from the Customer to the Company which the Company has incurred or which the Company has contributed to the Company's contribution to the Company's overhead as shall be returned to the Customer. The Company shall be obliged to, take such steps as it shall in its discretion deem appropriate to recover any such costs and expenses from the Customer and shall, subject to deduction of such costs incurred in connection with the termination, reimburse any sums so recovered to the Customer.

writing as soon as possible if and when any such Force Majeure event is likely to continue and its likely impact on the Company's obligations.

on the agreed commencement date and shall continue for the period of the Hire Term, subject to the provisions of this Clause 30.

se 6, the Hire Agreement shall be terminated immediately.

Hire Agreement by giving written notice to the other Party.

he other Party under any of the provisions of the Hire Agreement not paid within <<insert period>> Business Days after the date of the breach;

reach of any of the provisions of the Hire Agreement which is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;

, or where the other Party is a company, a charge, or any of the property or assets of the other Party, or where the other Party is a company, a charge, or any of the property or assets of the other Party;

arrangement with its creditors or, in the event of a breach of any of the provisions of the Hire Agreement which is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;

or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purpose of reconstruction or re-construction and in such case the Company shall therefrom effectively agrees to be

# S

# A

foregoing under the law of any  
her Party;

to cease, to carry on business; or

ered by any person or connected  
ther Party on the date of the Hire  
this Clause 30, "control" and  
e meanings ascribed thereto by  
of the Corporation Tax Act 2010.

each shall be considered capable  
with the provision in question in all

is the Hire Agreement under sub-  
the Customer any Deposit or other  
the Customer and the Customer  
payable under the Hire Agreement.

shall not prejudice any other right  
breach concerned (if any) or any

## M

reason:

under any of the provisions of the  
due and payable;

ir nature, relate to the period after  
nent shall remain In full force and

right to damages or other remedy  
spect of the event giving rise to the  
or other remedy which any Party  
ire Agreement which existed at or

except in respect of any accrued  
r obligation to the other; and

ferred to in Clause 28 immediately  
any Confidential Information, and  
any documents in its possession or  
Confidential Information.

# P

any of its rights under the Hire  
right, and no waiver by either Party  
shall be deemed to be a waiver of  
provision.

## L

deeds, documents and things as

# E

- may be necessary to carry out the Hire Agreement into full force and effect.
34. **Costs**
- Subject to any provisions to the contrary, the Party to the Hire Agreement shall pay its own costs of and incidental to the preparation, execution and carrying into effect of the Hire Agreement.
35. **Set-Off**
- Neither Party shall be entitled to set off or sums received in respect of the Hire Agreement at any time.
36. **Assignment and Sub-Contracting**
- 36.1 [Subject to sub-Clause 36.2, the Hire Agreement is personal to the Parties. Neither Party may assign, sub-assign, charge (otherwise than by floating charge) or sub-licence any of its rights thereunder, or its obligations thereunder, or sub-contract or otherwise delegate its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.]
- 36.2 [[Subject to the provisions of sub-Clause 36.1, the Party entitled to perform the obligations under the Hire Agreement may, at its discretion, employ a member of its group to perform such obligations. Any act or omission of such member shall, for the purposes of the Hire Agreement, be deemed to be an act or omission of the Company.]
37. **Time**
- [The Parties agree that all variations to the Hire Agreement shall be of the essence of the Hire Agreement.]
- OR**
- [The Parties agree that the variations to the Hire Agreement are for guidance only and are not intended to be binding by mutual agreement between the Parties.]
38. **Relationship of the Parties**
- Nothing in the Hire Agreement shall constitute a partnership, joint venture, or any other relationship between the Parties other than the contractual relationship provided for in the Hire Agreement.
39. **Non-Solicitation**
- 39.1 Neither Party shall, for a period of <<insert period>> after the expiry of the Hire Agreement, solicit or entice away from the other Party at any time any customer or other Party employed or otherwise engaged by the other Party [without the express written consent of the other Party].
- 39.2 Neither Party shall, for a period of <<insert period>> after the expiry of the Hire Agreement and for a period of <<insert period>> after the expiry of the Hire Agreement, solicit or entice away from the other Party any such solicitation or enticement which would cause damage to the other Party [without the express written consent of the other Party].

consent of that Party

40. **Third Party Rights**

40.1 [No part of the Hire Agreement shall so benefit <<in the purposes of the Contract (Third Parties) Act 1999 and, subject thereto, the Parties shall not confer any rights on any other third parties under the

**OR**

[The Parties acknowledge that the Hire Agreement shall so benefit <<in the purposes of the Contract (Third Parties) Act 1999 and, subject thereto, the Parties shall not confer any rights on any other third parties under the

40.2 Subject to this Clause, the Hire Agreement shall continue and be binding on the transferee, successor or assignee of either Party as required.

41. **Notices**

41.1 All notices under the Hire Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorised officer of the Party giving the notice.

41.2 Notices shall be deemed to have been given:

41.2.1 when delivered to the addressee by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

41.2.2 when sent, by post, to the addressee and a successful return receipt is generated; or

41.2.3 on the fifth business day after the date of posting by ordinary mail.

In each case notices shall be sent to the most recent address notified to the Party.

42. **Entire Agreement**

42.1 [Subject to the provisions of the Hire Agreement, this Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be varied orally. The Hire Agreement shall be an instrument in writing signed by the duly authorised representatives of the Parties.

42.2 Each Party acknowledges that it is entering into the Hire Agreement, it does not rely on any representation or warranty other than those expressly provided in the Hire Agreement, and it accepts the conditions, warranties or other terms of the Hire Agreement as set out in the Hire Agreement and implied by statute or common law 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 on separate occasions. Each counterpart shall be an original, but all counterparts when so executed and delivered together shall constitute one and the same instrument.

44. **Severance**

In the event that one or more provisions of the Hire Agreement is found to be

unlawful, invalid or otherwise severed from the remainder of the Hire Agreement shall be valid and enforceable.

Those provision(s) shall be deemed severed from the remainder of the Hire Agreement. The remainder of the Hire Agreement shall be valid and enforceable.

#### 45. **Dispute Resolution**

45.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Hire Agreement through their appointed representatives who have the authority to bind them.

45.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Hire Agreement through their appointed representatives who have the authority to bind them.

45.2 [If negotiations under Clause 45.1 do not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.]

45.2 [If negotiations under Clause 45.1 do not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.]

45.3 [If the ADR procedure under Clause 45.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, either Party may refer the dispute to arbitration by either Party.]

45.3 [If the ADR procedure under Clause 45.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, either Party may refer the dispute to arbitration by either Party.]

45.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

45.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

45.5 Nothing in this Clause shall prevent either Party from applying to a court for an injunction or other relief.

45.5 Nothing in this Clause shall prevent either Party from applying to a court for an injunction or other relief.

45.6 The decision and award of the arbitrator under this Clause 45 shall [not be subject to appeal.]

45.6 The decision and award of the arbitrator under this Clause 45 shall [not be subject to appeal.]

#### 46. **Law and Jurisdiction**

46.1 These Terms and Conditions shall govern all contractual matters arising out of or relating to the Hire Agreement and shall be governed by the laws of England and Wales.

46.1 These Terms and Conditions shall govern all contractual matters arising out of or relating to the Hire Agreement and shall be governed by the laws of England and Wales.

46.2 Subject to the provisions of these Terms and Conditions, any dispute, controversy, proceedings or claim between the Parties arising out of or relating to the Hire Agreement (including any non-contractual matters and obligations arising out of or relating to the Hire Agreement) shall be governed by the laws of England and Wales.

46.2 Subject to the provisions of these Terms and Conditions, any dispute, controversy, proceedings or claim between the Parties arising out of or relating to the Hire Agreement (including any non-contractual matters and obligations arising out of or relating to the Hire Agreement) shall be governed by the laws of England and Wales.