

This agreement is made between Hosted Fudge Ltd "the Company" and "The Client".

By signing this document, the Client and the Company shall constitute an agreement between by both parties of the detailed arrangement and its terms and conditions. This document once signed will act as a receipt of the agreement.

### Venue Hire

The venue hire once confirmed is based on the number of attendees and the configuration of the space hired by The Client at the time of its confirmation. Should the number of attendees or configuration of the space change, additional costs will apply.

### Arrival & Departure

**The Space hired** will be available at the discretion of the Company and an agreement will be made of when the earliest time the Client can have access to the space and of the time in which they must vacate. Should the client over stay their permitted time agreed additional costs will apply.

**The client must provide a list of attendees and their contact details who will be using the space on the day of the hire.**

The Company reserves the right at all times to alter or change the room to be provided to The Client for the purposes of the event, provided that such alteration or change do not materially and adversely affect the event.

### Deposit and Payment Schedule

An invoice will be produced within 48 hours of the Clients Booking and a 50% deposit of the total hire value is required along with a signed copy of this contract or an email confirming the booking of the venue hire from the Client, to secure the hire of the venue.

All Deposits are non-refundable except where the space hired subsequently becomes unavailable in which case refunds will take up to 30 days to be paid.

Final payment is required in full no later than 7 days prior to the start date of The Clients event.

The Company may require a form of ID and on the rare occasion a refundable security to book the venue.

All rates are exclusive of VAT at the current rate. Any future changes to taxes will affect the rate accordingly

## Payment Details

**Bank Transfer** - Please include a description to clearly identify the payer and the item being paid.

Account Name: Hosted Fudge Ltd

Sort Code: 23-69-72

Account No: 10793374

Failure to make payment with the deposit and the terms of this payment schedule will result in the cancellation of the Clients Booking

## Cancellation Policy

A cancellation fee will be applicable depending on the length of time between the cancellation and the original booked event date. In the event the client cancels their booking 30 days prior to the booking date, no cancellation fee will be applicable and a full refund minus their deposit will be made. The Client is responsible for full payment of the contracted amount in line with the Companies cancellation policy below.

**If the Client cancels within 30 days of the scheduled event, normal cancellations terms will apply.**

30 days or more before event: no cancellation charge incurred

15 days to 30 days before event: £25.00 ex VAT cancellation charge incurred

7 days to 15 days before event: £50.00 ex VAT cancellation charge incurred

Less than 7 days before event: Full Payment of the hire of the space will be required.

## Postponement

In the unlikely event that a booking is postponed, notice in excess of 30 days of the hire must be given to The Company. The Client will be offered three alternative dates within 1 month of the original booked date. If the Client confirms the booking for a later date any payment made will be transferred and a £25.00 ex VAT amendment fee will apply. Should the Client not be willing to commit to any of the dates offered, deposits paid will be not be refunded and the Companies Cancellation policy will come into affect. The Client will be limited to one postponement per booking.

### **Advertising and Publicity**

Any advertising or publicity for functions at Equinix South will require prior knowledge and consent of management and must be of a professional standard.

### **Lost / Damaged Property**

The Company does not accept liability for loss or damage to any object, equipment, furniture, stock or other property brought on to the premises or into the car park area by The Client or hired by the Company on The Client's behalf.

### **Damage**

The Client will take every precaution not to damage property of The Company. The Client will be responsible for any such damage caused to the property during the booking by The Client's guests, employees, contractors, agents or any other persons under The Client's control. The Client will assure that nothing is affixed to the floors, walls, ceilings (by nails, screws, tape, drawing pins or other means, unless previously agreed in writing by The Company). Damage caused to any property in such an instance will be charged in full plus a £25.00 ex VAT administration fee.

### **Frustration to contract and liability**

If The Company is prevented from carrying out all its obligations by circumstances beyond its reasonable control, including government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters or war or any event causing the whole or a substantial part of the venue to be closed to the public, The Company's liability will be no greater than the amount already paid by The Client to the Company in respect of services booked.

### **Variation to contract**

Any variation to the terms of this contract will only be binding if they are in writing and signed on behalf of The Company.

### **Termination of Contract**

The Company reserves the right to terminate this contract without prejudice to any other right it may have, without a refund in the event that The Client fails to comply with the terms of this agreement.

### **No Smoking Policy**

Equinox South operates a No Smoking Policy inside the premises, this includes vaping. If guests wish to smoke they must use the designated areas provided

### **Breakout Area**

The Break out area at Equinox South, will be made available to the client as part their hire agreement. The Breakout area will not be an exclusive part of the agreement and maybe used by other parties. On some occasions the Breakout Area may not be available at the time of the Clients booking.

### **Car Parking**

Free car parking is available onsite and is subject to availability. The Company is not responsible for the car park at Equinox South or any loss, theft or damage to any vehicle in the car park.

Thank you for choosing to use Hosted Fudge for your event. In order to secure your booking, please check your event details and these terms & conditions carefully. By signing this contract you will be agreeing to the booking terms and conditions set out in this agreement.

**I have read and confirmed my agreement and the terms and conditions within it:**

**Name:**

**Signature:**

**Company:**

**Date:**