



## Terms and Conditions

### 1 Definitions

In this agreement:

1.1 "Capacity" means **120** being the maximum number of persons permitted at the Venue;

1.2 "Deposit" means the sum set out on the Event Agreement;

1.3 'Event' the event being the purpose of the hiring is; on;

1.4 "Fee" the Fee set out on the Event Agreement;

1.5 "General Conditions" means the Owner's General Conditions of Hire, a copy of which has been provided to the Client and forms part of this Agreement;

1.6 "Hire Period" the period commencing at the Event Load In Time and ending on the Event Load Out

1.7 "Special Conditions" means the Owner's Special Conditions of Hire, a copy of which has been provided to the Client and forms part of this Agreement;

1.8 'The Client'; whose registered company address

Company Registration

1.9 "The Owner" 12 Hay Hill Ltd, a company incorporated in England and Wales with number 08967861 whose registered office is at Hanover House, 14 Hanover Square, W1S 1HP;

1.10 "VAT" means value added tax.

1.11 "Venue" means that part of 12 Hay Hill set out on the Event Agreement.

### 2 Venue Hire

In consideration of the Fee, the Owner agrees to permit the Client to use the Venue for the Event during the Hire Period and the Client agrees to hire the Venue on the terms of and subject to the General Conditions and the Special Conditions of this Agreement.

### 3 Obligations of the Client

The Client agrees with the Owner to observe and perform the General Conditions and the Special Conditions.

### 4 Deposit

Upon execution of the Agreement that sum representing the Deposit shall be paid or sent to the Owner by the Client so that it is received on the date specified on this Agreement. In the absence of written extensions, if the above deadline is not met, then this Agreement shall lapse and be of no further effect.

### 5 Conflicts

Where the provisions of the Special Conditions conflict with the provisions of the General Conditions, the provisions of the Special Conditions shall prevail.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED by an authorised signatory  
for and on behalf of

#### Client

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SIGNED by an authorised signatory  
for and on behalf of

#### 12 Hay Hill Ltd

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## **Special conditions of Hire**

The undermentioned special terms and conditions have been agreed between the Owner and the Client as follows.

1. This is an invitation only event which is also open to 12 Hay Hill members. The Client must provide a guest list for the event at least 24 hours prior to the event. Only names on this list are permitted to enter the venue and the event. The submitted guest list will be checked by the Owners reception team.
2. The Client is not permitted to place any signage in or around the venue.
3. 12 Hay Hill must approve all external communication. The Client must have written approval by the Owner before any communications concerning and containing the venue are released.
4. The Client must advise the Owner the maximum number of guests at least one week prior to the event, to ensure that these are properly served by our team.
5. The Client must provide the Owner with full details for the Set Up of the area being used at least 2 weeks prior to the event taking place.

## **General conditions of Hire**

### **1 Charges**

- 1.1 Subject always to the other provisions of this Agreement, the Client will pay to the Owner without set off or deduction the Fee, prior to the commencement of the Hire Period, on the dates specified on this agreement.
- 1.2 Contemporaneously with the Client's execution and return to the Owner of this Agreement, the Client will pay to the Owner the Deposit unless otherwise expressly provided or agreed.
- 1.3 The Owner shall promptly notify the Client of any shortfall with regard to the Fee which shall be paid by the Client to the Owner in accordance with sub-clause 2.2.
- 1.4 Without prejudice to the other provisions of this Agreement, the Owner shall be entitled to charge the Client the cost/expense in respect of damage, additional cleaning and the like occasioned to the Venue by the Client or its agents and guests.
- 1.5 If the Event is cancelled before the Event is due to take place then the Deposit (less any expenses/ costs already incurred by the Owner in connection with the Event) is non-refundable and a cancellation fee (being that sum representing the balance of the Fee) plus any expenses/costs already incurred by the Owner in connection with the Event shall be payable to the Owner by the Client on demand.



## **2 Client's obligations**

The Client shall:

2.1 pay promptly on the terms provided all sums and charges in respect of the Deposit, the Fee and any charge or otherwise;

2.2 pay the Fee at least fourteen (14) days prior to the commencement of the Hire Period and all other sums due under this Agreement upon demand;

2.3 use its best endeavours to ensure that the Event and all things connected with it are conducted in a proper and orderly manner;

2.4 use its best endeavours to ensure that the Event is publicised, managed, controlled and organised in a manner that is appropriate for an exclusive private business Club and that shows the Venue in a positive light, as per the requirements of the Owner. All advertising material must to be approved by the Owner before use (such material to include but not be limited to invitations, and wording and images for website use) and be agreed in advance, in writing, with the owner. Please note promotional material is strictly prohibited within the public areas of the 12 Hay Hill building including the mezzanine entrance, external entrance and lift lobbies. At least 14 days before the commencement of the Hire Period the Client must provide a detailed plan for the Event to include specifically, but not exclusively, food and beverage requirements, details of numbers of guests, security and entry regulations, entertainment and any temporary alternations that are proposed to the décor or equipment of the Venue. The Owner reserves the right to require alterations to be made to any plans for the Event such as may reasonably be required for the security, safety and efficient running of the Event and the safety, image and reputation of the Venue. If the details of the plan are substantially different from the agreed event arrangements this Agreement may be void at the discretion of the Owner.

2.5 strictly comply with (and ensure all of its employees or agents shall comply with) all health and safety regulations, management policies, fire regulations, licensing requirements and any other legal or safety policies or regulations that apply to the Venue from time to time, all of which the Client acknowledges that the Owner has made him/it aware of;

2.6 if agreed in writing with the Owner that the Client may use his own staff or security personnel, then the Client undertakes to ensure that all such security or staff are registered with and recognised by the relevant local authority

2.7 satisfy itself that as regards the facilities and services available at the Venue and acknowledge that the Owner shall not be responsible for the inadequacy of such facilities, services or specification;

2.8 effect and maintain its own insurance in respect of public liability cover and the equipment introduced by the Client into the Venue for the Event and to ensure that all such equipment and the like complies with all the safety regulations and is correctly/properly used and operated in good and safe working order;



2.9 not permit any form of filming or recording of the Venue without the prior written approval from the Owner and subject to such terms as the Owner may in its sole discretion impose;

2.10 not bring in or permit to be brought in any intoxicants, food, drink, tobacco or refreshment of any kind for the use of patrons; (cakes / sweets to be used as give-aways in goody bags is not a problem as long as they are consumed off the premises)

2.11 comply with the Venue rules including in relation to use of facilities including the parking arrangements;

2.12 fully and effectively indemnify the Owner on demand from and against all losses claims, damages claims, costs, expenses and other demands suffered by the Owner, however arising, as a result of the Client's breach of the terms of this Agreement;

2.13 save where otherwise agreed with the Owner, provide a number of appropriately-trained and competent staff to ensure that the Client's Guest List is correctly operated (including the vetting of guests). In the event that the Client does not wish to provide such staff, it shall notify the Owner no later than 8 days prior to the Event and the Owner will then provide such staff as envisaged by this clause, and the Client shall bear all costs in respect of such staff.

### **3 Obligations of the owner**

The Owner undertakes with the Client:

3.1 on the commencement of the Hire Period to give access to the Venue to the Client free from obstructions and in good condition;

3.3 to appoint and nominate an Event Manager to liaise with the Client in respect of the Event;

3.4 to provide sufficient and adequate staff to ensure that the normal facilities of the Venue can be operated, and any reasonable food or beverage requirements agreed with the Client can be provided;

3.5 to provide relevant information as requested by the Client in connection with the Event;

3.6 to comply with the applicable statutes and the rules and regulations of any local or other competent authority where a breach of which would restrict or prevent the staging of the Event.

### **4 Acknowledgements**

The Client hereby confirms and acknowledges to the Owner that:

4.1 it has obtained all relevant approvals, consents and licences as required in connection with the Event;

4.2 it is responsible for all advertising of the Event at its own cost and that it will ensure that no advertising/ promotional material shall infringe or violate any copyright, trademark or other proprietary right of any other person or render the Owner liable to any proceedings whatsoever;

4.3 it will not affix or suspend any equipment or item from the roof, walls or any other structural part of the Venue without the prior written consent of the Owner;

4.4 The Client shall be responsible for making all administrative and other arrangements to ensure that the maximum number of persons in the Venue other than the security staff, technicians and personnel of the Owner does not exceed the Capacity, such arrangements to be approved by the Owner.



4.5 the Venue forms part of a Business Members' Club, and if during a Event if any area other than the Venue is used and this causes disruption to any part of the 12 Hay Hill Club or any of its Members a further charge will be incurred.

4.6 the Venue only has limited storage capacity, and as such does not have the room to store boxes and other materials the Client may use, whether as part of the setting up of the Event or otherwise.

The Client agrees that all such materials must be removed from the Venue and, if required, brought back when the Event has ended.

4.7 any Event that requires set up in the morning before the Event will require security to be in place at the Venue, and all costs of such security will be charged to the Client.

## **5 Cancellation and closure**

5.1 The Owner may at any time close the Venue in the case of force majeure event including fire, epidemic, wars, strikes, lockout and industrial disputes, civil commotion, earthquakes, act of God or other reason which the Owner reasonably considers necessary or desirable in which event neither party shall be entitled to any remuneration, damages etc. arising from such closure save as provided in this.

5.2 In the circumstances specified in clause 5.1 above the Client shall notwithstanding cancellation/ closure remain liable for payment of all sums incurred by the Owner in respect of the Event and for the avoidance of doubt any indemnities given by the Client and contained in this Agreement shall apply.

## **6 Termination**

6.1 The Owner shall be entitled to terminate this Agreement forthwith on notice to the Client in the event that:

(a) any monies due and payable under this Agreement (whether demanded or not) have not been paid on the due  
(b) the Client has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client.

6.2 Any termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to either party.

## **7 Notice**

Any notices required to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly served and if hand delivered or sent by fax within the United Kingdom by first class registered or recorded delivery post and outside the United Kingdom by registered airmail post correctly addressed to the relevant party's address as specified in this Agreement or of such other address as either party may designate from time to time in accordance with this clause.

## **8 Miscellaneous**

8.1 **Corporate Client:** If the Client is a corporate body, the Client must no later than 7 days before the commencement of the Hire Period notify to the Owner in writing the name, address and telephone number of an individual who will be the point of contact for the Owner in respect of this Agreement.



8.2 **Facilities:** Use of the Venue includes use of the foyer cloakroom and refreshment facilities associated with it.

8.3 **User:** No part of the Venue is to be used for any purpose other than the purpose set out in the Agreement. No part of the Venue is to be used for any unlawful purpose or in any unlawful way.

8.4 **Electrical Fittings:** No lighting, heating, power or other electrical fittings or appliances in the Venue are to be altered, moved or in any way interfered with.

8.5 **Decorations:** No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Venue nor is any adhesive substance to be attached to it. No placards or other articles are to be fixed to any part of the Venue.

8.6 **Statutory Requirements:** The Client must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Venue or which would or might vitiate in whole or in part any insurance effected in respect of the Venue.

8.7 **Licence:** The Client must comply with all conditions and stipulations of the public entertainments licence or liquor licence for the Venue (so far as the same may be relevant to the Event) and a copy of these will be supplied to the Client on request.

8.8 **Broadcasting and Filming:** The Client is not to grant broadcasting or filming rights without the prior consent of the Owner.

8.9 **Smoking:** Smoking is not to be permitted in the Venue.

8.10 **Expiration of Hire Period:** At the expiration of the Hire Period the Client shall leave the Venue in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above) free from all staff, employees, equipment or other possessions of the Client.

7.8.11 **Right of Entry:** The Owner reserves the right for duly authorised members or officers or employees of the Owner to enter the Venue at any time for any authorised purpose.

7.8.12 **Commission to Agents:** All Venue Finding Event Agencies (only) are entitled to a Commission Rate for an Event/business they secure on behalf of the Owner; the rate offered is confirmed at the stage of enquiry to hire the Event space. All Commission Invoices must be received by the Owner within one month of the event, to claim the Commission owed to the Agent.

## 9 Liability

9.1 The Owner will not be liable for the death of or injury to any person attending the Venue for the Event or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Client in the exercise of the rights granted by the Agreement except where such death, injury or loss is due to the negligence of the Owner.

9.2 The Owner will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Venue either by the Client for its own purposes or by any other person or left or deposited with any officer or employee of the Owner.

9.3 The Owner will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Venue to be temporarily closed or the hiring to be interrupted or cancelled.



9.4 The Owner gives no warranty that the Venue is legally or physically fit for any specific purpose.

9.5 The Client will fully and effectively indemnify the Owner on demand against all such liabilities as are mentioned in this clause 9.

#### **10 General**

10.1 This Agreement sets out the entire agreement between the Client and the Owner. Any additional conditions or amendments shall be of no effect unless agreed in writing by both parties.

10.2 This Agreement shall not be assigned or sub-contracted in whole or in part by the Client without the prior written consent of the Owner.

10.3 This Agreement shall have the benefit of and be binding upon the respective parties' successors and permitted assigns and/or legal personal representatives and estates as appropriate.

10.4 No third party shall have a right to enforce any provisions of this Agreement. If any of the provisions of this Agreement are found by the court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect, notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provisions they found to be void or unenforceable.

10.5 The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other parties and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

10.6 This Agreement shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.