

Searcys @ 30 Euston Square - Event Terms and Conditions

RCGP Enterprises Ltd performed by Searcys - 30 Euston Square Ltd

This Agreement is made between RCGP Enterprises Ltd ("RCGP") and you, the person, or company named as the Client in the Event Contract. The Agreement will be performed by Searcys - 30 Euston Square Limited ("Searcys") acting as an agent for RCGP (Searcys and RCGP together are "we", "us" or "our"). The Agreement sets out the basis on which we have agreed to provide the Event and it comprises of the Event Contract and these terms and conditions and becomes legally binding when Searcys receive a signed copy of it from you. All defined terms shall have the meaning set out in the Event Contract unless specified in these terms and conditions.

1. PRICE AND PAYMENT**Pricing**

- a) The anticipated price for the Event is set out in the Event Contract as the Expected Price and is exclusive of VAT. Unless otherwise agreed by us in writing, all prices listed in the Event Contract are for budgetary purposes only and the Expected Price is subject to change in accordance with these terms and conditions. We will use reasonable endeavors to inform you of any change to the Expected Price.
- b) If, as part of the Event, you ask us to engage third party service providers, any costs and expenses payable by us to those third party service providers (plus any handling fees for engaging the third party service provider) will be charged to you as part of the Expected Price.

Deposit and Remainder of Expected Price

- c) The full Deposit (set out in the Event Contract) becomes payable immediately when you return your signed copy of the Event Contract to Searcys and is non-refundable (save as provided in clauses 3(b) or 4).
- d) The Remainder of the Expected Price (set out in the Event Contract or as varied in accordance with these terms and conditions) shall be invoiced by Searcys at least twenty-eight (28) days prior to the Event.

Final Balance

- e) The final balance for the Event will be based on what is actually consumed at the Event and will cover any additional costs for things such as the beverages consumed at the Event and other costs which we are entitled to recover from you. ("Final Balance").
- f) Where the Final Balance is:
- i. more than the Expected Price paid to us in advance, such additional amount is payable at the end of the Event by MasterCard, Visa, Debit Card or American Express (we do not accept Diner's Card) and we will subsequently provide you with a summary statement; or
 - ii. is less than the Expected Price, we shall refund the difference between the Expected Price and whichever is higher between the Final Balance or the Minimum Spend as set out in the Event Contract (if any).
- g) If we are unable to obtain payment of the Final Balance at the end of the Event for any reason, we will invoice you for the Final Balance.
- h) All queries relating to the Final Balance must be received by us in writing within seven (7) days of the date of the invoice or summary statement, as the case may be.

Payment

- i) Other than the Deposit (which shall be payable immediately on signing the Event Contract), all other invoices are payable by you within fourteen (14) days from the date of the invoice. If you fail to make any payment to us in cleared funds within the time period specified we will not be obliged to provide any of the services relating to the Event.
- j) Invoices are payable by cheque (to RCGP Enterprises Ltd at TVP2, 300 Thames Valley Park Drive, Reading, Berkshire, RG61PT) or bank transfer (bank details are provided on the invoice).
- k) We may charge interest on any amount outstanding under this Agreement, such interest shall be calculated on a daily basis at the prevailing rate pursuant to the terms of The Late Payment of Commercial Debts (Interest) Act 1998. In the event of any payment due from you being dishonored, a charge of £45.00 (or such other sum actually incurred by us if higher) will be payable by you to us.

2. CONDITIONS OF HIRE**Purpose of Event**

- a) You confirm that you have fully and fairly disclosed the purpose for, and the nature of, the Event including but not limited to the number of proposed guests; the full name and address of the Principal Client (if any) for whom you are acting; the nature of your and the Principal Client's (if any) business; and any entertainment, equipment or special effects which may constitute a special risk to the Venue.
- b) We will provide you with a function sheet setting out the final details of the Event no later than seven (7) days prior to the Event which you must sign and return to us prior to the Event. We will provide the Event in accordance with that function

sheet. We reserve the right to vary the Expected Price where the final details of the Event differ from what was anticipated at the date of the Event Contract.

Food and Beverages

- c) Searcys is the sole event caterer in the Venue and will provide all food and beverages unless otherwise agreed with us. Where Searcys provide written consent for other beverages to be supplied, a corkage charge shall be applicable.
- d) You will be responsible for pre-ordering any specific wines or other beverages for the table and/or on arrival (if required). We cannot guarantee that every wine and vintage will be available at all times but will always endeavour to match unavailable wines with a comparable product and price.
- e) Where we agree to provide an open bar at your Event, such open bar will be subject to an agreed limit and any additional expenditure requested at the Event must be approved by the person named in the Event Contract who shall also sign off on the total consumption at the end of the Event.
- f) Menu prices listed in the Event Contract are based on our costs at the date of the Event Contract and are prepared on the basis of numbers set out in the Event Contract. Our menu prices may change from time to time due to market availability and the cost of raw materials. We reserve the right to vary the Expected Price where there are changes to costs. We will try to avoid any changes where possible.

Guests

- g) The maximum number of guests must not exceed the licensed capacities as advised by us at the date of the Event Contract.
- h) Final catering numbers, dietary requirements, table plans, guest list (if requested) and menu options (if requested) are required in writing no less than 5 working days prior to the Event.
- i) If, in comparison to numbers set out in the Event Contract, the final numbers provided in accordance with clause 2(h) have:
- i. increased, we will use our reasonable efforts to accommodate your request (although we cannot guarantee that we will be able to do so) and we will update the Final Balance accordingly. If there is a material increase in numbers we reserve the right to require you to pay us an additional amount in cleared funds before the Event to cover the additional costs we may incur as a result of the increase in numbers;
 - ii. decreased, we will charge you for the number of guests agreed in the Event Contract, as we have budgeted for these minimum numbers.
- j) You must ensure that the guests attending the Event comply with all reasonable requests made by Searcys staff; comply with all EU and UK laws, rules and regulations relating to fire, security, health and safety and otherwise; and do not commit any nuisance, disturbance or infringement which might jeopardise us in any way.
- k) We operate the Venue in accordance with all licensing requirements. Intoxicated persons and persons under 18 years will not be served alcohol and will be asked to leave the premises. We reserve the right to refuse entry at all times.
- l) The possession or use of drugs is prohibited by law (including but not limited to the Misuse of Drugs Act 1971). Anyone found to be in possession of illegal items or substances will be immediately ejected from the Venue.
- m) You are responsible for the behaviour of your guests. Anti-social, violent or threatening behaviour will not be tolerated. In such cases we reserve the right to remove such persons from, or refuse admittance to such persons to, the Venue.

Venue, equipment and third party suppliers

- n) All invitations must comply with any requirements notified to you by us and must state that the Venue is a no smoking building (and, if requested, may be subject to our approval).
- o) You are not permitted to fix anything to the walls or any other surfaces of the Venue. Any signs or displays (including outside the Venue) must be free standing and are subject to prior approval by us. All items must be lifted or carried, not dragged, within the Venue and must not cause damage to any surfaces. Any costs to us or loss suffered by us arising from damage howsoever incurred will be invoiced to you.
- p) The use of any production/theming items, decorative items, furniture, entertainment systems, equipment or third party suppliers must be approved by Searcys in advance of the Event and there may be a cost associated with this (if notified by Searcys to you). We may require proof of PAT testing and/or a Risk Assessment & Method Statement for any third party equipment used and/or evidence of public liability insurance for any third party supplier.
- q) You shall be responsible for the security and insurance of any equipment, and for the actions of any third party suppliers, which you bring on to the Venue plus all necessary consents and licenses including licenses to use any content, music, videos or otherwise in presentations or during your Event.

- r) All materials brought in specifically for the Event (e.g. corporate signs, publications, displays, goody bags, etc.) must not be delivered to the Venue prior to the agreed access time set out in the Event Contract unless agreed in writing by us and must be delivered in accordance with the delivery instructions communicated by us. All such materials must also be removed from the Venue immediately following the Event. Onsite storage for materials is not available. We cannot under any circumstances guarantee the safe keeping of any materials delivered early or left on site.

Times of Hire

- s) Events are required to finish at the times agreed in the Event Contract. Extensions to these times, should they be possible, will incur additional charges and must be agreed in writing with us in advance.

Filming, Photography and Media

- t) Permission must be sought from us before any filming or photography takes place in any areas of the Venue.
- u) Any press or media attendance or involvement in the Event must be clearly communicated to us at the time of booking the Event and is subject to landlord's approval and may be subject to additional charges (such charges will be communicated on approval).

Changes to Event

- v) We have the right to make any changes to the Event which may be necessary or desirable to comply with any applicable law or health and safety requirement or as specified by the Venue. We will notify you of any such changes required in so far as is reasonable possible.

3. CANCELLATION BY US

- a) We may cancel the Event without any liability to you if:
- i. you become insolvent or adjudicated bankrupt;
 - ii. you are in arrears with any payment due to us;
 - iii. you are in breach of any of these terms and conditions and fail to rectify such breach within one week of receiving notice of such a breach from us; or
 - iv. you have misrepresented the nature of the Event or any of the details specified in clause 2(a).
- b) If, for reasons beyond our control and other than for events described in clause 3(a), it is necessary for us to cancel the Event, we shall provide reasonable notice (no less than 48 hours except in an emergency) and we shall refund any amounts paid to us on the basis that you shall have no further claim for termination of the Agreement or cancellation of the Event.

4. CANCELLATION BY THE CLIENT

- a) If for any reason you cancel the Event after signing the Event Contract by giving us notice in writing, we shall be entitled to retain a percentage of the Expected Price depending on when we receive your notice of cancellation as detailed below:
- 91 days or more prior to Event - **25%** of Expected Price set out in Event Contract (or as varied by subsequent agreement in writing);
- 61-90 days prior to Event - **50%** of Expected Price set out in the Event Contract (or as varied by subsequent agreement in writing);
- 31-60 days prior to Event - **75%** of Expected Price set out in the Event Contract (or as varied by subsequent agreement in writing); and
- 0-30 days prior to Event - **100%** of Expected Price set out in the Event Contract (or as varied by subsequent agreement in writing).
- b) Any cancellation fees incurred by us for third party bookings made on behalf of you in relation to the Event (e.g. musicians, lighting, floristry, furniture) shall be payable by you.

5. LIABILITY

- a) You will be responsible for all loss of, or damage to, property of any kind at the Venue or brought by you or a third party supplier to the Venue and/or for death or injury to any persons arising in connection with the Event which are caused by or in consequence of any act or omission on your part, the Principal Client (if any), its/your agents, employees, contractors, guests, third party suppliers or invitees ("Liability Events"). You will reimburse us for all loss (including loss of revenue where we are unable to hold other events at the Venue while we replace or repair damaged property), damages, costs and charges suffered arising howsoever as a result of such Liability Events.
- b) Subject to clauses 5(c) and 5(d) our total liability to you under or in connection with this Agreement howsoever caused (including by virtue of negligence) shall be limited in aggregate to an amount equal to the Expected Price.
- c) We shall in no circumstances be liable to you for:

- i. any loss of profit or any form of economic loss, or any indirect or consequential loss arising under or in connection to the Agreement;
 - ii. any failure to provide any of the services relating to the Event where such failure is due to your failure to comply with any of your obligations set out in this Agreement; or
 - iii. any loss or damage arising as a result of an act or omission of you, or your employees, guests, agents or contractors.
- d) Nothing in this Agreement is intended to exclude or limit our liability for death or personal injury caused by negligence, or any other matter which may not be excluded or limited by law.
- e) It is your responsibility to take out insurance to cover the Event and any cancellation of it, and we strongly recommend that you do so.

6. AGENTS

Where the Client is acting as an Agent for the Principal Client, Searcys require a written confirmation from the Principal Client that the Agent is empowered to contract with RCGP on the Principal Client's behalf and the Principal Client will accept all additional charges involved.

7. FORCE MAJEURE

Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations as a result of any act of God, fire, act of government or state, act of third party war, civil commotion, insurrection, act of terrorism, embargo or other reason beyond its control.

8. GENERAL

- a) You shall not acquire any of our intellectual property rights by engaging us to provide the Event and shall not use Searcys' or RCGP's logo on promotional or other literature or tickets except in such a form as may be previously agreed in writing.
- b) Nothing in this Agreement shall be deemed to constitute a relationship of joint venture partnership or agency between the parties.
- c) Each party shall keep strictly private and confidential all information and documentation disclosed to it by the other parties which relates to any trade secrets (any information relating to the activities of the other parties or any of its methods of carrying on business). The receiving parties will not use, copy or disclose such information or documentation to any third party.
- d) Neither party shall engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or any other anti-bribery or corruption legislation (including, as applicable, the U.S. Foreign Corrupt Practices Act).
- e) This Agreement constitutes the entire agreement between the parties (but shall be read in conjunction with the terms and conditions of the Venue itself where different). You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Agreement. No terms or conditions endorsed on, delivered with, or contained in any documentation provided by you will form part of the Agreement.
- f) If any provision of this Agreement is found by any court or administrative body or competent jurisdiction to be invalid or

unenforceable, the invalidity or unenforceability will not affect the other provisions which shall remain in full force and effect.

- g) No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either party pursuant to this Agreement shall constitute a waiver by that party of that or any other right power or remedy. Any waiver of a breach of this Agreement shall not constitute a waiver of subsequent breaches of the same or any other provision.
- h) No variation to the Event Contract or to these terms and conditions will be binding unless agreed in writing by the parties.
- i) You will not transfer this Agreement or any of your rights, liabilities or obligations, nor will you sub-contract any of your obligations under it (in whole or in part) without first obtaining our prior, written consent.
- j) Any notice to be served under this Agreement shall be in writing and served upon you at the address stated in the Event Contract or on us at our registered address either by hand, first class letter or email and shall be deemed served 48 hours after posting if sent by post, on delivery if delivered by hand and on sending if sent by email.
- k) We reserve the right for our or the Venue's employees or contractors to enter any part of the Venue at any time during the Event.
- l) This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- m) This Agreement and all non-contractual obligations arising out of or connected to it will be governed by and construed in accordance with English law and the parties agree to the exclusive jurisdiction of the English courts.